

K. Chad Burgess
Director & Deputy General Counsel

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November 7, 2018

VIA ELECTRONIC FILING

The Honorable Jocelyn G. Boyd Chief Clerk/Administrator Public Service Commission of South Carolina 101 Executive Center Drive Columbia, South Carolina 29210

RE: Service Agreements between South Carolina Electric & Gas Company and Owens Corning Sales, LLC.

Dear Ms. Boyd:

Pursuant to 10 S.C. Code Ann. Regs. 103-403, South Carolina Electric & Gas Company ("SCE&G") hereby files and seeks approval of the enclosed Agreement for Transportation Service with Firm Gas Standby and Service Agreement between SCE&G and Owens Corning Sales, LLC.

Also enclosed for filing only is a Transportation Agreement between SCE&G and Owens Corning Sales, LLC.

By copy of this letter, we are providing the South Carolina Office of Regulatory Staff with a copy of the enclosed documents for its records.

If you have any questions, please advise.

Very truly yours,

K. Chad Burgess

KCB/ctb Enclosure

cc: Jeffrey M. Nelson, Esquire

Dawn Hipp (both via U.S. First Class Mail w/enclosure)

This original to be returned in SOE&G Company

ORIGINAL

AGREEMENT FOR TRANSPORTATION SERVICE WITH FIRM GAS STANDBY

This Agreement made and entered into this 21" day of USUCMIP CT , 2018, by and between SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns, hereinafter called "Seller" and OWENS CORNING SALES, LLC, its successors and assigns, hereinafter called "Buyet".

WITNESSETH

WHEREAS. Seller owns and operates a natural gas system in the State of South Cmolina which supplies natural gas for certain industrial operations under specific contracts with industrial customers, and

WHEREAS, Seller supplies Fifth natural gas to Buyer under the terms of an Agreement between Arclin Sufaces – Blythewood Co. and Seller dated October 16, 2006, and as amended on November 27, 2006 and also amended on April 7, 2014, which are hereby being muttially terminated at 10:00 A.M. Rastern Time on November 1, 2018, and

WHEREAS, Buyer has requested that Seller transport certain volumes of natural gas belonging to Buyer through Seller's facilities and deliver said volumes of gas to Buyer to displace purchases of Finm gas from Seller's system supply, and

WHEREAS, Buyer has requested that Seller provide Firm natural gas from Seller's system supply when not providing transportation services for Buyer, and

WHEREAS, Buyer has agreed to purchase natural gas from Sellich according to the terms and conditions of this Agreement to the extent Buyer has a requirement for fuel in Priority-off-Schwice Category 2 as set forth in Article III, Paragraph I, of the General Terms and Conditions to Industrial Service Agreements hereto attached, for Buyer's facility located at 1051 Jenkins Brothers Road, Blythewood, South Carolina.

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth, to be kept and performed by the parties hereto, it is mutually agreed as follows:

1. SCOPE OF DELIVERY

FIRM GAS. PRIORITY-OF-SERVICE CATEGORY 2

Seller acknowledges that Buyer may utilize a source of gas other than system supply gas from Seller's sources. Buyer's gas may be transported to Buyer by Seller under the Transportation services provision of this Agreement. Natural gas is provided hereimder to satisfy Buyer's requirements when Seller is not providing transportation services.

Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, up to the Maximum Daily Quantity of natural gas which shall not be subject to interruption or curtailment except for conditions as set forth in Article IV, Paragraph 3, of the General Terms and Conditions hereto attached. The Maximum Daily Quantity of Firm Gas shall be 225 dekatherms per day. Any gas taken by Buyer above the Maximum Daily Quantity, after notice from Seller of curtailment to the Maximum Daily Quantity, without Seller's advance approval, shall be Unauthorized Overrun Gas and shall subject Buyer to the penalty rate per dekatherm set forth in Article IV, Paragraph 5, of the General Terms and Conditions to Industrial Service Agreements hereto attached. Deliveries of Firm Gas under this paragraph of the Agreement shall be utilized by Buyer only in Priority-of-Service Category 2 as set forth in Article III, Paragraph I, of the General Terms and Conditions hereto attached. Buyer shall plutchase all gas tendered by Sellet up to the Maximum Daily Quantity whenever and to the extent Buyer has a requirement for fuel in the Priority-of-Service Category 2 set forth herein.

2. HOURLY DELIVERIES

Seller shall not be obligated to make hoully deliveries of gas pursuant to Paragraph I above at an hourly rate exceeding 2 dekatherms per hour Seller reserves the right to regulate the flow of gas delivered hereunder by means of automatic or manually operated flow control valves so as to limit the hourly flow of gas within the specified quantity.

3. POINT OF DELIVERY

The Point of Delivery for all gas delivered hereunder shall be at the outlet side of Seller's measuring and regulating equipment. The measuring equipment shall be installed on the Buyer's properly at a location mutually agreed upon by Seller and Buyer. All gas sitall be delivered at this location and it shall be the Buyer's responsibility to extend all feel lines from this location to the point or points of usage.

4. DELIVERYPRESSURE

Seller agrees to use due care and diligence to fulmish gas hereunder at such uniform pressure as Seller may elect up to, but not exceeding 20 pounds pel square inch gauge, and not less than 5 pounds per square inch gauge, at the "Point of Delivery". Buyer shall be responsible for the installation and operation of adequate safety equipment downstleam of the Point of Delivery so as to relieve on control plessure variations within the limits described above that may, for any reason through malfunction of Seller's equipment or otherwise, occur on Buyer's side of the "Delivery Point".

5. TRANSPORTATION SERVICE

(a) SCOPE OF SERVICE

Seller agrees to accept deliveries of natural gas belonging to Buyer at Seller's delivery point from the upstream pipeline and to transport Buyer's gas and redeliver to Buyer. Service provided hereunder is in lieu of natural gas provided from system supply. Buyer agrees that the transportation service is plowided on an interruptible basis. Interruptions shall be at the sole discretion of Seller or whenever service is interrupted by any upstream pipeline.

(b) NOMINATION PROCEDURES

Seller agrees to accept and transported up to 225 dekalherms, excluding shrinkage volumes, of matural gas on a daily basis. Buyer will notify Seller at least five (5) days prior to the end of the month the volumes of gas, in dekatherms, to be transported on a daily basis during the next calendar month. Buyer has the right to change the volume to be transported during the month on a daily basis. It is Buyer's responsibility to notify producers and connecting pipelines regarding any change in transportation volumes. Seller will accept changes in daily volumes dispatched flom an upstream pipeline; however, Seller reserves the right to limit or testrict the volumes accepted and transported at any time whenever, in Seller's sole opinion, operating conditions warrant a limitation or restriction on the acceptance or delivery of transportation gas. Limitations or restrictions may be because of, but not limited to, the utilization of deliverability capacity of Seller for Seller's system supply requirements.

(c) SHRINKAGE

Volumes retained by Seller for shrinkage will be as specified in Rute 35, attached as Exhibit A.

(d) BALANCING

Balancing will be in accordance with the provisions specified in Rate 35, attached as Exhibit A.

(c) POSSESSION OF GAS

After Buyer delivers gas or causes gas to be delivered to Seller at the point(s) of receipt hereunder, Seller shall be deemed to be in control and possession of the gas until it is redelivered to Buyer at the point of delivery. Buyer shall have no responsibility with respect to any gas deliverable by Seller or on account of anything which may be done, happen or arise, with respect to such gas until Seller delivers such gas to Buyer or for the account of Buyer. Seller shall have

no responsibility with respect to such gas before Buyer delivers such gas to Seller or after Seller redelivers such gas to Buyer or on account of anything which may be done, happen or arise with respect to such gas before such delivery or after such redelivery.

(I) WARRANTY OF TITLE TO GAS

The Buyer warrants for itself, its successors and assigns, that it will at the time of delivery to Seller for transportation have good and merchantable title to all gas so delivered free and clear of all liens, encumbrances and claims whatsoever. Buyer will indemnify Seller and save it harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of adverse claims of any or all persons to said gas, including claims for any forwalties, taxes, license fees or charges applicable to such gas or to the delivery thereof to Seller for transportation.

(g) PRIORITY AND ALLOCATION OF TRANSPORTATION SERVICE

It is acknowledged by Buyet that other end-usels of natural gas may from time to time contlact with Seller for the transportation oftnatural gas owned by them. In the event that available capacity or operating conditions exist which limit the acceptance by Seller of natural gas to an amount that is less than the aggregate volume of all such natural gas tendered for transportation and redelivery by any or all end-users that have contracted with Seller for transportation service, the following priorities and allocations shall apply:

- (1) All natural gas punchased by Seller for its system supply or otherwise owned by Seller shall have the highest priority of acceptance into Seller's system and the highest priority of delivery throughout Seller's system.
- The ptiority of acceptance of natural gas owned by end-usels, whoever (2)they may be from time to time, and tendeled (o Seller's system for redelively thereof shall be based upon the category of service, pursuant to the General Terms and Conditions to Industrial Service Agreements attached hereto, for which Seller has agreed to provide standby service associated with a Transportation Agreement with any such end-user. Higher priorities of standby sentifice pursuant to individual agreements between Seller and end-users shall determine the priority of acceptability and redeliverability of natural gas tendered to Seller for transportation in accordance with the priority categories in the Curtailment Plan. If any Transportation Agreement between Seller and an end-user does not contain a provision for standby service and a specified category of service with respect to said standby service provision, then the acceptability and redeliverability of any natural gas tended by such end-user to Seller shall have the lowest priority of acceptability and Teduliverability.

- (3) In the event that the total volume of natural gas tendered to Seller for acceptance and redelivery relative to a single category of standby service is gleater than the capacity determined by Seller to be available for acceptance and redelivery of natural gas in said category of standby service, then acceptance and redelivery of such tendered gas shall be allocated pro rata based upon the contract volumes in all agreements for transportation service containing said category of standby service on the Sellet's system.
- (4) The determination of the existence of limitations on capacity or operating conditions which limit the acceptability or deliverability of natural gas tendered to Seller for transportation shall be at the sole discretion and judgment of Seller.

(h) SPECIAL PROVISIONS

- (1) The Buyer bears sole responsibility for costs incurred to deliver transportation gas to Seller.
- (2) Buyer shall be required to reimburse Seller for any out-of-pocket expenses incutred in connection with the initiation and rendering of service under this Transportation Agreement.
- (3) Seller retains sole discretion as to whether or not a particular Buyer or particular Buyers shall receive service pursuant to Transportation Agreements.
- (4) It is contemplated that service pursuant to this Transportation Agreement shall be provided within the existing limitations of Seller's system, and Seller shall not be required to expand or alter the said system.
- (5) Transportation service may be curtailed or discontinued at the sole option of Seller after not less than two (2) homs advance notice by telephone or otherwise. However, the Buyer shall continue to hold title to any gas (less shrinkage) received by Seller and not delivered prior to such curtailment or discontinuance. Seller will notify Buyer when conditions permit Seller to resume transportation service.

6. INITIAL SERVICE

Buyer agrees to begin purchasing natural gas under the terms and conditions of this Agreement at 10:00 A.M. Eastern Time on November 1, 2018, at which time the Agreement For Transportation Service With Firm Gas Standby between Arclin Sufaces

- Blythewood Co. and Seller dated October 16, 2006, and as amended on November 27, 2006 and also amended on April 7, 2014, shall terminate.

7. TERM OF AGREEMENT

This Agreement shall become effective on November 1, 2018, and shall continue in full force and effect through October 31, 2019, and from month to month thereafter unless either party shall give written notice of intention to terminate at least thirty (30) days prior to the explication of the original term or any one month extension thereof.

8. RATE

Each month, the daily volumes of gas delivered by Seller to Buyer in Priority-of-Service Category $\underline{\mathbb{Z}}$ shall be billed on Rate 35 attached as Exhibit Λ , as plesently exists or as amended or superseded by the Public Service Commission of South Carolina.

Gas volumes will be corrected for BTU content, pressure, temperature, supercompressibility, specific gravity, and other factors where applicable.

Seller's "Punchased Gas Adjustment" applicable to Rate 35 shall be determined according to the method shown in Exhibit B, attached hereto, as may be amended, ievised, or superseded by the Public Service Commission of South Carolina and shall apply to all service supplied under Rate 35.

9. BILLING VOLUMES

For the purpose of billing, the parties agree that the first gas delivered through the Point of Delivery shall be the volumes transported for Buyer on a daily basis pursuant to the transportation service specified in Paragraph 5 herein. All volumes in excess of the transported volumes will be considered as having been delivered from Seller's system supply pursuant to the standby provisions of this Agreement.

12. CREDITWORTHINESS

Seller, in order to satisfy itself of the ability of the Buyer to meet its obligations under the contract, may conduct periodic reasonable credit reviews in accordance with standard commercial practices. Buyer aglees to assist in these reviews by providing financial information and at the request of the Seifer, will maintain such credit support or surety including, but that limited to, an unconditional and irrevocable letter of credit to provide adequate security for protection against the risk of nonpayment.

13. ASSIGNMENT

Customer shall not assign this Agreement or its rights hereunder without the prior written consent of the Company, which consent may be withheld in the exercise of its

sole discretion.

14. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions to Industrial Service Agreements attached hereto and duly executed by both parties, are hereby incorporated in and made a part of this Service Agreement. Should there be any conflict between any portion of the General Terms and Conditions to Industrial Service Agreements and this Agreement, the parties agree that the Agreement shall prevail.

15. NOTICES

All correspondence required of Buyer and Seller under this Service Agreement is to be addressed as follows:

To Seller:

South Carolina Electric & Gas Company

Large Customer Group, Mail Code B-102

Cayce, SC 29033

To Buyer:

Owens Corning Sales, LLC 1051 Jenkins Brothers Road

Blythewood, SC 29016

IN WITNESS WHEREOF, this Service Agreement has been executed on the dale first above written by the parties hereto by their officers or other representatives.

OWENS CORNING SALES, LLC	SOUTH CAROLINA ELECTRIC & GAS COMPANY
Buyer / joint /	Scher Muholifo
SHARON CIPITI	By General Monigensiles
Title Energy Sourcing Leader- Natural Gas Owens Corning Sales, LLC	Tille 11/2/2018
Date	Date

Exhibit A

SOUTH CAROLINA ELECTRIC & GAS COMPANY

GAS

RADIE 33

MEDIUM GENERALSERVICE

AVAILABILITY

Avoilable only to those customers using the Company's service lef firm glantral commendation, industrial, eighticular, religious or charitable purposes and for residential where more than one dwarfing out is supplied through one meter, Also, this rate schedule is only avoilable where there is on average usage of the linest 130 therms during the billing months of June, July and August. The average usage is derived by semilifold the Viern usage for each of the billing months proviously listed and dividing by three, it is not available for resale

RATE PER MONTH

Basic Fidallos Chargo:	\$30;577
Plus Commedity Charge, All Thorms @	\$0,94129 pertitierm

WEATHER NORMALIZATION ADJUSTMENT

An adjustment to the symmetry oftenges for the billing months at November-April above will be made in accordance With Intel Weather Northitization Adjustment.

DEKATHERM BILLING

Customens thatikavis installed chart matering facilities may be billed on a per Ockülherm basis (1 dékathalim e 10 therma) litte amount per dakatherm will be deformined by mortiphytig the abovo by 10

MINIMUM CHARGE

line monthly minimum charge shall be fire basic facilities charget as stated above.

UNMETERED GAS LIGHTING PROVISION

Gas used for lighting will be determined beside on BTU milings of the work historical and will be billed the commodity charges listed above

SEASONAL BLOCK CHARGE

A charge will apply fer customers who disconnect sendee and subsequently require reconnection of \$6N/cq at the same premise within a 12 month period. This is commonly referred to my seasonal block. The charge will be based on the number of months to disconnection, any number of days disconnected times the basis facibles charge as stated above. In determining the months of disconnection, any number of days disconnection within a month constitutes o whate month of disconnection is requested to be performed after normal basis hours, an additional nearge of \$20 covers to added to the charges as calculated above.

ADJUSTMENT FOR RECOVERY OF GAS COSTS

The commodity charges above include gas costs of \$0.47856 per therm and are subject to mijustment by order of the Public Service Commission of South Carolina

SALES AND FRANCHISE TAX

To the above Will be added any applicable soles tax, franchise fite or business fixense tax which may he basessed by any stitte of tocal povernmental body

PAYMENT TERMS

All bills are net and payable withoutendered

TERM OF CONTRACT

Contracts shalf run continuously from time service is commenced at each location until service to Outlander is permenently disconnected. A soporale contract shall covereach mettr at each location. No contract shall be written forces than twelve (12) months.

GENERAL TERMS AND CONDITIONS

The Company's General Torros and Conditions are incorporated by reference and it part of this rate schedule

Effective For Bills Rendered On and After the 1st Billing Cycle of June 2018

SOUTH CAROLINA ELECTRIC AND GAS COMPANY PURCHASED GAS ADJUSTMENT FIRM GAS ONLY

This adjustment is applicable to and is part of the Company's firm gas rate schedules. The cost will be calculated to the nearest one-thousandths of a cent, as determined by the following formula, and will be included in the base rates to the extent approved by the Public Service Commission, All costs and factors will be recalculated monthly for a forward looking 12-month period. Adjustments in gas cost factors will be made for all factors in any month in which the recalculation indicates that any factor requires an adjustment of more than \$0.04 per therm. If the recalculation indicates the adjustment is less than or equal to \$0.04 per therm, then the Company may nevertheless adjust the rate if, in its sole discretion, it determines that a rate adjustment would reasonably impact customers' bills. The recalculation shall be made based on information current as of a mid-month date selected by the Company which allows for revised factors to be filed and acted on by the Commission before the first billing cycle of the month in which they are to be effective. All components of the recalculation (commodity costs, demand charges, firm sales, industrial revenue credits, capacity release credits, over or under collections, carrying costs, etc.) shall reflect current forecasts and balances as of the date of the recalculation. Differences between firm cost of gas revenues actually billed and firm cost of gas expenses actually incurred for each month, as defined below, will be calculated monthly, for both Demand Charges and Firm Commodity Benchmark charges, and accumulated. The accumulated amounts will be applied to subsequent cost of gas factor calculations as detailed herein with monthly carrying costs calculated at the rate of one-twelfth of the annual applicable interest rate. This annual rate is defined as the rate of interest as of the first day of each month for 10-year U.S. Government Treasury Bills plus an all-in spread of 65 basis points (0.65 percentage points) with this total carrying costs annual rate not exceed 6%. The rate will be applied to the cumulative balance of over or under recovery as of the close of the prior month for each customer class for both demand and commodity with no carrying cost applied to over or under-collection balances equal to or exceeding \$20 million dollars. The resulting interest adjustment will be applied to the demand and commodity cost of gas recovery balances for each customer class. The Demand Charges and Firm Commodity Benchmark charges shall be calculated as set forth below.

A. Demand Charges:

Demand Charges per Therm by Class = [a-(b+cl)] x Rate Class Percentages
Firm Sales Therms by Rate Class

- (a) Capacity charges and reservation fees for transportation, storage and LNG
- (b) Released capacity at 75% of the net compensation received from secondary market transactions. (See "Note-1" below)
- (c) Margin Revenue from interruptible rates above \$.02081 per therm Margin Revenue is the total amount received for such sale less the commodity cost of gas the termined in B below.

All calculations of Demand Charges by customer class shall be done monthly. The full amount of any Margin Revenue as stated in C above, shall be credited to the Demand Cost Additionally, SCE&G will revise the rate class percentages to reflect the current weighting of 50% of annual peak day forecast and 50% of forecast annual sales in each annual Purchased Gas Adjustment filling.

NOTE-1: "Released Capacity" shall include all transactions which Involve the use of gas transportation capacity rights, storage rights or similar off-system rights or assets owned by SCE&G, but only if the cost of those rights or assets is borne by firm gas customers in South Carolina. "Net value received" shall mean the gross compensation received from the "ireleased capacity" transactions, less all transportation charges, taxes or other governmental charges, brokeiage fees or commissions, or other costs or charges related to the transaction, including all costs incurred in purchasing natural gas supplies that form part of the transaction

B. Firm Commodity Benchmark:

Where: Firm Gas Cost per Therm = (o-d)

- (p) Total variable cost of natural gas (processed or unprocessed), vaporized liquid natural gas, synthetic gas, propane air mixture, landfill gas, or other source of methane gas or any mixture of these trases entering the Company's system in dollars including any additions or subtractions from Price Risk Adjustment
- (d) The cost of gas attributable to all sales made by the Company to customers under an interruptible rate or contract or any Special Market Priced Customers, such costs to be calculated by dividing the total price paid for commodity gas for the month by the volumes of gas purchased for the month (adjusted for shrinkage) with the resulting unit price then multiplied by interruptible sales therms for the month. (See "Note-2" Below)
- (s) Total firm therm sales of gas Total sales being defined as those sales excluding gas sold under D above recorded on the Company's books in Accounts 480 through 483 per The Uniform System of Accounts for Class A and B Gas Utilifties of the National Association of Regulatory Utility Commissioners (NARUC).

NOTE-2, Special Market Priced Gas includes, without limitation, market priced gas sold to Compressed Natural Gas (CNG) customers under SCE&G's Developmental Rate for CNG and emergency gas customers sold under provisions providing for Emergency Gas sales. The appropriate revenue related tax factor is to be included in the calculation of Demand Charges and the Firm Commodity Benchmark

C. Alternative Commodity Benchmark Calculation Related to interruptible Sales

Interruptible sales are priced to reflect the cost of gas supplies available at the time the sales are transacted. The Firm Commodity Benchmark is calculated as a system-wide average at month's end. In some cases, the market price of gas supplies may change within a month such that the Firm Commodity Benchmark plus \$.02081 per therm is higher than the price quoted for interruptible sales. In such cases, SCE&G may calculate an Alternative Commodity Benchmark for those interruptible sales whose prices fall below the Firm Commodity Benchmark. SCE&G shall then use that Alternative Commodity Benchmark plus \$.02081 per therm in calculating the Margin Revenue from those sales,

The Alternative Commodity Benchmark -- The Alternative Commodity Benchmark shall be calculated using the following formula:

- (p) Total variable cost of gas (of whatever type) entering the Company's system that was purchased, nominated, Injected or otherwise obtained to support the interruptible sales whose prices are lower than the Firm Commodity Benchmark
- (d) The interruptible sales, in thems, whose proces are lower than the Firm Commodity Benchmark,

The costs and quantities of gas used in such calculation shall be excluded from the calculation of the Firm Commodity Benchmark under Section B, above Margin Revenue from Interruptible Sales: In those months in which SCE&G elects to compute an

Margin Revenue from Interruptible Sales: In those months in which SCE&G elects to compute an Alternative Commodity Benchmark for interruptible sales, it shall use that Alternative Commodity Benchmark to compute Margin Revenue from Interruptible sales and shall include the Margin Revenue so calculated in factor (c) of the Demand Cost calculation under Section A, above

Whenever SCE&G elects to compute an Alternative Commodity Benchmark for interruptible sales, it shall provide written notice thereof to the Commission and the Office of Regulatory Staff, within 30 days of adopting the resulting adjustment to prices and volumes,

ORIGINAL SOUTH CAROLLINA ELECTIFIC & GAS COMPANY

This original

to be returned General Terms and Conditions to industrial service agreements for Gas IN S.C.F.A.G CIMMOB'

Article I **GENERAL**

These Terms and Conditions to Industrial Service Agreements are supplementary to the Rules and Regulations issued by the Public Service-Commission of South Carolina and the General Terms and Conditions of South Carolina Electric & Gas Company as provided by this Public Service Commission of South Carolina

The provision of these Terms and Conditions apply to all persons, partnerships, commissions or others designated as industrial users who are fawfully receiving gas service from South Carolina Electric & Gas Company under rate schedules or service agreements filed with the Commission. To the extent these Terms and Conditions conflict with the General Terms and Conditions far natural gas service, the General Terms and Conditions for natural gas service control.

South Carolina Electric & Gas Campany is referred to hetitin as "Seltari, and the user or priessed we user is referred to as "Seyer". The Public Service Commission of South Carolina is referred to herein as "Commission".

Article II **DEFINITIONS**

Except where the contextcativerw/sea indicates another ordifferent meaning or follows: "Day" shall mean a period of towerty-four (24) consecutive hours beginning at 10:00 A.M. Eastern Titue or atsauch other hours as may be designated.

"Morth" shall mean the period between any two (2) regular readings of Sellar's metzis which shall be not loss than twenty-eight (25) days or more than thinty-letter (34) days

- "Kear" shall mean a period of 365 days commencing with the day of first delivery of gas hereunder, and each 365 days thereafter except that in a year having a date of February 29th, such year shall consist of 366 days
- Touble: frequency consists of sold beginning as necessary to fill a cubic foot of space when this gas is at a temperature of sixty/degrees Fahrenheit (60°F) and under an absolute pressure of fourteen and seventy three hundredins pounds per square ind) [M 73 psta],

 "CCIP shall mean one hundred (100) cubic feet of gas
 "MCIP shall mean one thousand (1000) cubic feet of gas, 4
- 5
- G.
- "BTW shall mean a British Thermal United is the amount of heat required to raise the temperature of one (1) pound of water 1° Fahrantiert at 60° Fahrenheit "MMBTU" shall mean one milition British Tittermal Units
- "Them" shall mean the quantity offheat energy which is 100,000 8nish Thermal Umls.
- "Dekalitierm" (dt) shall mean Uía quantilyol hdat energy which is 1,000,000 British Thornat Uialas 10
- "Natural Gas" or "Gas" shall mean naturalgas, processed or unprocessed, vaporified liquid natural gas, propane-air mixture, landfili gas, otherumconventional soutte of 11. melliane gas or any mixture of these gases
- Trimm Satvice shall mean service from rate schedules and/orcestracts under which Seller is expressly obligated to deliver specific volumes within a given-time period and which anticipales no interruptions but which may permittinexpected interruptions to case the supply to higher proving customers is threatened 18
- ***Commercial Solvice** shall mean service from rate schedules and contracts underwhich Company is not expressly obligated to deliver specific volumes within a given time period, and which anticipates and permits interruption on short notice, or service make rate schedules or contracts which expressly or impliedly require installition of alternate by the capability.

 Commercial Solvice shall mean service to Customers engaged primarily in the sale of goods or services including institutions and local, state and federal government agentices for 13.
- 14. uses offier that those-involving manufacturing or electric power generation,
- 15. *laidustrial Services" shall mean service to customers engaged primarily in a process which creates or changes raid or unfinished materials into another form or product including the generation of electric-power

 "Plant Protection Gas" shall mean the millmum volumes required to prevent physical haim to life plantified or danger to plantifiers on any when such protection cannot be afforded
- 16 Frough the use of an alternate fuel. This includes the protection of such material in process on would obtained by but shall not include deliveries required to maintifin plant production. A determination will be made by the Seller of minimum volumes required. Such essential volumes will be dispatched accordingly "Feedslock Gas" shall mean natural gas used as a raw trateful for its chemical proparties in creating an end product.
- 17.
- "Process Gas' shall mean gas used for wifich alternate (uels, other than another gaseous fuel, are not technically feasible such as in applications requinng precise temperature controls and precise flame characteristics
- "Soller Fuel" shall mean natural gas used as fuel for the generation of steam And minimal combustion turbine engines for the generations of electricity.
- "Allemate Rust Capability" shall mean a situation when an atternate fuel could have been utilized whether or not the facilities for such use have acquaity been installed, provided hardever, where the use of natural gas is for plant protection, feedstock or process uses and the only alternate fuel is propane or other gaseous first, then the Buyer will be treated as if
- he had no allemate fuel capabitilit if such fuel is unobtainable for serving fuel needs "Gas Supply Detictions" shall mean any occurrence relating to Seler's gas supply which causes Salier to deliver less (that the total requirements of its system, including (allures of suppliers to deliver gas for any reason, regularment of gas for system storage, consensation of gas for future delivery, or any other occurrence not enumerated herein which sifiacitis 21. Seller's gas supply.
- 112.
- Seriaga injection Requirements shall mean all volumes required by the Scillart for linjection into underground storage, including mathion gast, and forniquotaction, including fuel used for injection in liquidaction plants, or for such other storage projects that may be developed expressly for the protection of supply to high priority users.

 Settlar Uses shall mean fuel used for gas compression, LPG plants and LNG plants, other gas needed by Settlars facilities to furnish the requirements of Buyetis, together with unaccounted for gas. This gas shall be considered included in Pronty of Settler Category 1. Other vital uses of Settler, such as flame stabilization requirements, will be mot as long as 23 auch uses do not leopardize service to ils firm service Buyers.
- "Essonlial Human Needs" shall mean natural gas service, which, if denied, would cause shuldown of an operation resulting in the clusting of an establishment essential to maintaining the health tind sofety/of the general public.
- "The Point of Delivery" shall be at the outlet side of the Statie/s measuring equipment and requisiting equipment.
- 26. "Exempency Selvice" shall mean supplamental deliveries of natural gas that may be regulated in forestall inteparable injury to life or property including environmental envergencies,

Article III

CURTAILMENT OF SERVICE

- 1. In the event of a Gas Supply Deficiency on Lite Selfer's system, the Setter shall require clititatiment of selfer to Buyer in accordance with the following procedure
 - The Seller shall order curtailment of sales made to Buyards purchasing gas under the Sciler's rate sciledulas or special contracts in descending order in accordance with priority of selvice categories set forth below. Approved emergency gas is excepted from curtailment.
 - 1. Residential and small commarcial Buyers (less than 50 MCF on a peak day) and essential imman needs customers where there is no installed or available attempte fuel
 - Large commercial direct flame requirements (50 MCF or more on a peak day); firm industrial requirements for plant protection, feadstock and process needs; and storage Injection requirements
 - 3Å. Firm industrial regultements forcuses etherthan batter fuel which do not quality (or Calegory 2,

 - 39, Firm commercial and industrial bolistituel requirements up to 1,000 MCF on a past, day, 3C. Interruptible requirements forthuman need types of facilities such as publicibilitings, hospitals and laundries
 - 3D Interruptible requirements for direct frame applications which can utilize only another gaseous fuel as an attempte

- 3E. Interruptible requirements for direct flame applications which can utilize a fuel other than a gaseous fuel as an afternate
- 3F. Interruptible requirements for boiler fuel use of less than 300 MCF on a peak day.

 4 (LEFT BLANK INTENTIONALLY)
- (LEFF BLANK INTENTIONALLY

- Interrupbble BotterFuel requirements of 300 MCF or more, but less than 1,500 MCF on a peak day, where oftennile fuel coparhities can meet such requirements interrupbble BotterFuel requirements of 1,500 MCF or more, but less than 3,000 MCF on a peak day, where alternate fuel capabilities can meet such requirements interrupbble BotterFuel requirements of 3,000 MCF or more, but less than 10,000 MCF on a peak day, where alternate fuel capabilities can meet such requirements interrupbble BotterFuel requirements of 3,000 MCF or more, but less than 10,000 MCF on a peak day, where alternate fuel capabilities can meet such requirements.
- Interrupbble Baster Fuel requirements of 10,000 MCF or more on a peak day, where alternate fuel capabilities can meet such requirements.
- 10. Notural gas requirements of customers, who have an alternate fuel as their primary energy source, but use influent gas as a standby fuel.

 Climating-in-vivil be in descending order beganning with Celegoty 10 (i.e. Category 1 is the highest priority).

 Adelematriallon of the category in which a Buyer is placed will be made each year based upon usinge in the preceding twelver mortifies ending August 31 and/or current contract as of the same date. The placement of a Buyer in a category in accordance with this determination made herein will be effective November 1 of the carrent year, extending through October 31 of the following year. Almoving base posted will be used each year with such base period to Include the procedurg tritative months ending August 31 of the current year. Reclassifications in categories will be effective on November 1 of the current year. Where a reclassification is necessary, the effected Buyer will be notified of such redassification prior to November 1 of the currentiyear
- d. When dely volumes are not available to make the determination of the 50 MCF/day required in the Curtalitaterst Plan, then requirements strail be determined by talong thosis. Buyetis having actual usage of 1000 MCF or more per month for any month during the previous bividine (12) month period ending staggest 31. Such month's use will be divided by the number of days during that specific billing cycle. By means of the average daily volume thus obtained, the Buyer will be placed in the appropriate category, where daily volumes for the peakmonth in the base period areasythrable to make the required determination, then such volumes-will be used

 e. Any new Buyer added during any base period will be placed in the appropriate category by the Seller in accordance with the bestimentation available,

Article N SCOPE OF AGREEMENT

- Selfier's natural gas operations arm regulated by the Commission's and are subject to 'Rules and Regulatorits' Governing Service Stapplied by Gas Systems in South Carolinas as amended from time to time. Deliveries of gasheseunder are subject to total or partial cuntatiment or interruption by Selfer pursuant to operating procedures as are now, or may hereafter be, prescribed by the Commission. Buyerheroby expressly acknowledges that Soller shall not be liable in damages for, or on account of, any curtailment or interruption of enaswhere such cuntallimententhemisphen is the result of, or pursuant to, operating procedures by the Commission directing curtallinantiar intentiphon of selvice
- Boyer shall consult with and furnish ID the Seller such Information as the Sellor may require to determine the nyillability of service at a particular location before proceeding with plans for any naw or additional gas loads. No new or additional gas loads will be served if it is determined that such standard will plans gas loads. No new or additional gas loads will be served if it is determined that such standard will plans gas loads. system's linn load regulrements above avariable supplies
- Defixedes of Firm Gas' up to the Maximum Daily Quantity set forth in the Service Agreement, shall be firm and shall not 86 subject to containment or intermiption by Setter except that caused by Force Majure, or operating conditions by one Setter on the such cudatiment or intermiption by Setter on en intermptible basis
- Commission. Defluences hereunderstmall have priority over all delivenees made by Seller on en interruptable basis

 Defluences of "interruptable Gae" sittal be subject to curtailment or interruption by Seller at any time and from time to time when, in Seller's sole lindingment, it does not have gas available, aid Buyer hereby expressly acknowledges that Seller shall not be table in damages for, or on account of, any curtailment or interruption of deliveries. Selfer agrees to give Buyer not less than two [2] hours notice or curtailment or interruption in writing or orality in person or by telephone; provided, indiverent, that it curtailment or interruption is obcassioned by on event of Force Majeure effecting the Selfer's system, Selfer shall be obligated to give only such notice its is practicable in the circumstances. Selfer agrees to communicate curtailment notices to one of the person designated from time to line by Buyer as authorized to receive such notices. If Buyer has not made such designation, or if Selfer is unsuccessful in its efforts to promptly communicate with the persons so designated, then said notice shall be sufficient if given by Soller to any person who is on Buyer's premises or wito answers Buyer's felephone. Whenever, and to this extent that the Setter is unable to deliver the gas requirements of the Buyer, the Buyer shall have the night to purchase gas or other fuel sufficient to make up such deliciency from such other source or sources os may at the time be available to Buyer
- 5. Gas taken by a Buyer of 'Firm Gas' on any day, without Sellatifs advance approval, which exceeds Buyer(s Maximum Daily Quantity shall be considered to be Unauthorized Overrun Gas, Seller shall bill, and Buyershall pay, (Desuch Unauthorized Overrun Gas at the following rates, in addition to all other changes payable to Seller thomeunder:
 - (a) Forthis first three percent (3%) of the Maximum Deliy Quantity, the Unauthoristid Overrun Gas shall be paid for at 1,25 times the Base Rate selfarith in the Service Agreement, and (b) Forthis next two percent (2%) of the Maximum Deliy Quantity, the Unauthorized Overrun Gas shall be paid for at 3,05 times the Base Rate selforth in the Service Agreement, and (c) Forestid Monal volumes the Unauthorized Overrun Gas shall be paid for at 5,0 times the Base Rate selforth the Service Agreement.

- (c) Forestitistional volumes the Unauthorized Overrun Gas shall be past for at5:0 times the Base Rate selfortin the Service Agreement.

 The payment of an Overrun Penalty shall not, under acyclicumstances, be considered as giving Buyeribe right to take Unauthorized Owerrun Gas, nor shall suth payment be considered as giving Buyeribe right to take Unauthorized Owerrun Gas, nor shall suth payment be considered as giving Buyeribe right to take Unauthorized Owerrun Gas, nor shall suth payment be considered to excited or items of the solid payment of the configuration of the solid payment of the configuration of the configuration of the payment of the configuration of the payment of the configuration of the configuratio
- Rayrangurees that all gas delivered hereunder shall be used by the Buyer and that no portion thereof shall be resold,

Article W QUALITY

- The gBs delivered hereunder shall be natural gas or any mixture of natural and manufactified gas, including but not limited to, synthatic gas attituative get referring as as provided for in Paragraph Shereof, provided, however, the tradisture, imputities, helium, natural gasetine, butane, propare and other hydrocations except methane may be retrigived prior to delivery to Buyer, Seller may subject of permit the subjection of the gas to Compression, heating, cooking, deaning, or other processes, which are not substantially detrimental to the merchantability of the gas
- 2. This gas detivered hereunder shall have a total healing value of not less than 950, normore than 1-400 BTU's per cubic foot of dry gas, and be reasonably free of moistum, objectionable liquids and solids so as to be utilized immediately upon delived; to Buyer, and shall contain not hisse than 200 grains of total sulphur, nor more than 15 grains of hydrogleti sulphide per
- Selfarmay permit its suppliers or it may itself supply gas from any stand by equipment installed by it or by this suppliers, provided that the gas so supplied shall be reasonably equivalent to the natural gas supplied hereunder, and adaptable for use by Buyar vititiout the necessity of making other than minor adjustments to fuel burning equipment
 If the nabital gas offered for delivery by Selfer shall fail et any time to conform to any of the snecifications set fortif in the Articlo V, Quality, then Buyar agrees to notify Selfer thereof and
- Buyer, thereupon, may at its option refuse to accept defivery pending correction by Sellier. Upon Selliers failure to properly remixely any deficiency in quality as specified herein, then Buyer may accept delivery of such natural gas and make changes necessary to bring such gas this conformity with such specifications and Buyer shall then deduct from feture payments any reasonable expenses maunted by itlin effecting such change as agreed to by both parties
- Odortzation of gas delivered hereuncher is not required at Seller Harrever, nothing in these Terms and Conditions shall preclude Sellerfrom odorizing such gas if Sellertso desires on if Seller is required by federal or state regulatory agencies to perform such odortzation

Article VI **MEASUREMENTS**

- 1 The volumes and total heating value of the gas delivered heroundershall 60 determinatias follows
 - The Umf of Volumeshall be a cubiclool of gas.
 - When online melens are used, volumes delivered shall be computed in accordance with the specifical dos formulæ and tables published April 1955, as Gas Moasumement Committee Report No. 3 of the American Gas Association, and any madifications and amendments thereto, and shall include the use of transpectoments of the computer of the committee Report No. 3 of the American Gas Association, and any madifications and amendments thereto, and shall include the use of transpectoments.
 - Alf volumes delivered shall be corrected to the pressure base of 14.73 psig and temperature base of 60° F. The average absolute almospheric pressure shall be assumed to be formeen and seven tenths (14.7) pounds to the square moth, irrespective of actual elevation or location of the picht of delivery above sea revel or variations masuch almospheric pressure from time to time

 The temperature of the gas shall be assumed to be 60 degrees Fahrenheit (607) unless Sellier effects to inStall a recentling them to meeting device. If a

 - The temperature of the gas shall be assumed to be 60 degrees Fahrenheit (607) unless Selicreficis to install a recording thermometer's installed, the antitimeteral average of the 24 hour period Wittbeltsed to determine the temperature correctly.

 The specific gravity of the gas shall be determined by a recording gravitometer of stendards an anulacture installed in a suitable location. Where a recording gravitometer is not used, the specific gravity of the gas shall be assumed to be the same as that of Selicr's suppillar(s).

 The total heating value of the gas delivered hereundermay be determined by Selicr by using a stondard type of recording calorimeter, chromatograph, crother approved instrument which shall be so located, at a statistic point on Selicr's line, in order that the BTU content of the gas delivered hereundermay be properly obtained. Where required, daily reading from the record so obtained shall be corrected to the basis of measurement provided and from a saturated basis to the average moisture content of the gas delivered, the result being the BTU content of the gas delivered during the builting period. In the event that Seliar does not install a recording instrument for such determinant is not operating property, the total heating value shall be determined from a recording calorimeter or comparable filiatument property installed and operated by Seller(ssupplier of natural gas, provided, such 44aliter are applicable to the gas that may be delivered to the Buyer.

Article VII **MEASURING EQUIPMENT**

- Selbanvill maintain and Operate, at its own, expense and at the point of delivery of gas hereunder, ameter or meters and other necessary equipment by which the volume of gas delivered horeundurshall be measured, Such molths and equipment shall remath the property of the Seller,
- Buver agrees to furnish to Seller electricity forographing Seller's matters, at not cost to Seller.
- Buyer hereby grants-to Selter sulfable rights of-way and easements necessary or incidental forther instabiliation, maintenance, operation and removal of pipeline and Other facilities together with rights of ingress thereto and egress there from at all times and hereby agrees to deliver to Selter, (or the sum of one dotter (\$1.00), an appropriate instrument or grant defining such rights and easements located on Buyer's plantsile,
- Buyer may initial, maintain and operate such check measuring equipment, including a recording gravitemeter and calonimeter as it shall desire, provided that such equipment shall be as installed so as not to interfere with the operation of Selfer's measuring equipment according gravitemeter and calonimeter as it shall desire, provided that such equipment shall be as installed so as not to interfere with the operation of Selfer's measuring equipment used in measuring and installing, reading, describing, changing, repairing, inspecting, calibrating, oradipating done in connection with the other smeasuring equipment used in measuring desirence hereunder and each portry shall solvice other of any intended major maintenance operation suitability in advance in order.
- Uset the other party mayoconyentently trave its representative present
- All installation of measuring equipment, applying to creffecting deliveries hereunder, shall be made in such mathler as to permit an accurate determination of the quantity of gas delivered and ready/terrification of the accuracy of measurement. Onlice meterificializablens, if used, shall conform to the recommendation for designand installation contained in the Gas Measurement Committee Report No. 3 to the American Gas Association published April, 1955, and any modificalizations and amendments thereof and shall include the use of non-ge connections.
- Measurement on Sell'er's meters anali be conclusive of both prives exceptivalities the rooter is defective or falls to register, or if found in error, in elitier of which case seller shall researchment of safety means in the assistant of contained on the modern coloring to register, or in found in error, in earlier of which case segain shall research as the meter and inequality of gas delivered while the meter was equicity registering, or, in the absence of (a); (b) By correcting the emoral fit percontage of error by calibration, test ormathemetrical calculation, or, motho absence of (a); (b) By correcting the emoral fit percontage of error by calibration, test ormathemetrical calculation, or, motho absence of both (a) and (b) liten, (c) By estimating the quantity of delivery from delivering the emoral fit in percontage of error by calibration, test ormathemetrical calculation, or, motho absence of both (a) and (b) liten, (c) By estimating the quantity of delivery from delivering adjustmentation or mode in accordance with the current. Rules and Regulations governing gassystems issued by the Commission.
- Selexwill maintain its maters in good order and to this end will make penodic lests of its meters pulsuant to the cutilient Rules and Regulations governing gas systems issued by the Commission, or at such shorterintervals as seem to Seller desirable. If Buyer is dissablified with the accuracy at any time, it may call upon Seller to have the meter tested in accordance with all regulations relating to such tests and results of such lests as found in the current Raties and Regulations governing gassystems issued by the Commission
- Each party shall preselve all records for a portod of alleast two (2) years

Article VIII **BUYER'S FACILITIES**

- Buyerwill maintain at its own expense tacitities from the delivery point to the porti of use and the burners and equipment for using gas, and Buyer will not ell times keep gas-using equipment on said premises in a condition confamiling with such reasonable tities and regulations as may be prescribed by regulatory authority having furtisdiction therebyer and with the requirements of any valid law thereto appendix of, in the event that rules are not prescribed by a regulatory authority. Buyer will ablde by codes as used in the gift
- Soller shalf not approve sale of gas on an Interruptible basis to Buyer until and unless Seller is satisfied that Buyer has, orwill, insiell adequate stand, by facilities to meet us full fuel 2 requirements during periods of sustained intermutations.
- Seliensitatil not approve sales of gas to Buyer unless Seliar is satisfied that Buyer has not, or will not intercontract downstream fuel piping of natural gas for use in different priority-ofselvlic@calegorles.

Article IX

RATE ADJUSTMENTS

- Taxes applicable to the gas delivered to Buyer hereunder as are in effect on January 1st immediately preceding the effective date of themse terms and conditions shall be added to Buyer's bill. Too term "tax" as used herein shall mean any tax, incense fee, or charge applicable to the gas delivered liamander; imposed on Seltier by any governmental altithority on zuch gas. If the existing rate of any such tax in effect on January 1tl, immediately preceding the effective date of these terms and conditions, be hereafter increased or decreased, or if any taxiberelofora in effect Orhemafter be imposed or repealed, the resulting increase or decrease in such taxes, computed on a cents perdekalherm basis, shall be reflected, as the case may be, on Buyer/s bill.
- Any applicable surcharge or special chaldes ordered by the Commission or any other duly constituted regulation body shall be included in addition to the price of gas computed in accordance with the terms of the Spruce Agreement.

Article X **BILLING**

- Bibscomputatifrom readingstaken of Selter's meters shall be rendered and paid more than 100 days of the billing date. A month shall mean a period beginning on the first recognized work day of the calendar month and ending on the first recognized work day of the calendar month and ending on the first recognized work day of the calendar month, or at such Oliverequivalent period as Selter may deem necessary. Should Buyer fall to pay any amount due to Selter when same is due, a tale payment thangs of one and one half percent (1 ½ %) will be added to any balance. ramaticing twonly-five (25) days after the billing date. If such fadure to pay continues, Seller may suspend deliverass of gas hereunder. The exercise of such rightshall be in addition to any and all other remodios available to Seller.
- If it shall be found that Buyer has been overcharged or undercharged in any formwindscover under the provision hereunder, Seller shall take action to correct such billing pursuant to cultimal Rules and Regulations governing gits systems issued by the Public Service Commission of South Caroline.

Article XI POSSESSION OF GAS AN INDEMNIFICATION

As boliveren the patties herele, Seller shall be deemed to be in control end possession of the gas deliverable hereunder until it shall have bean delivered to Buyer extine Point of

As between the paties necess, seller shall be deemed to be in control end possession of the gas deliverable necessary afterwhich Buyer shall be deemed to be in control and possession thereof.

Buyer shall be deemed to be in control and possession thereof.

Buyer shall be deemed to be in control and possession thereof.

Buyer shall be deemed to be in control and possession thereof.

Buyer shall indemnify and hold harmless the Seller from any and all loss (including death), damage, onliability incurred by the Seller buyer possession of the Seller, alls agents or employees. In the receiving, use or application of said gas on the Buyer's side of this Point of Delivery unless the same shall be due to the sole negligence of the Seller, alls agents or employees. The Sellerstatal Indemnify and hold harmless the Buyer from any and all loss (including death), damage or liability incurred by the Buyer by reason of any act of the Saller, its agents or employees, unless the same shall be due to the sole negligance of the Buyer, its egents or employees,

Article XII

WARRANTY OF TITLE TO GAS

Settlenwabbanks the titile to altigue delivered hemundierand the right to self the same and thetesich gas shall be freezend clearfrom all tiens and adverse claims

Article XIII **FORCE MAJEURE**

- In the oversited ellifor party hereto being rendered unable-windly, and not by force majeure to carry out its obligations under this contract; offer than to make payments due hereunder, it is tagreed that on such party giving notice and full particulars of such force majeure in middling or by telegraph to the obligations of an action of the party giving such notice, so far as they are affected by such force majeure, shall be suspended during the continuous of any inabibity so caused but for no ranger period and such cause shall as far as possible be remediately that it reasonable dispatch. The term florce majeure as employed hereit shall mean acts of 8660, strikes, lockouls, or distaint industrial disturbances, acts of public enemy, wars, blockades, insurrections, riots, epidemics, lendstides, lightning, earthquakes, fires, slowing, through washaults, arrests, and restraints of government and people, and disturbances, explosions, breakage or accidents to machinery or lines or pipe, freezing of wells or lines or pipe, partial orealiting faither of source of adaptive, sundarry other causes whether of the kind herein enumerated or altitudes read and which by the exercise of circ diligence sundarry is unable to prevente such terms shall fixed the partial be required to obtain shall be faither and to be an employed to obtain shall be required to obtain shall be required. In standard to shall be required to obtain shall be required. party hereto it required to obtain servifudes, rights-of-way gronts, permits, or licenses; and (b) in those instances where either party hereto is required to furnish materials and supplies to secure grants or permission from any governmental agency to enable such party to fulfill its obligations itensuader, the maturity of such party to acquire at reasonable cost and after the exercise of reasonabledthigence such materials and supplies, permus and permissions
- It is understood and agreed that the settlement of strikes or lockouts shall be entirely within the discretion of the pathy involved and that the above requirement that any force maitiume stiall be remedied will all reasonable dispetch shall not require the self-ement of strikes or lackouts according to the demands of opposing party when such course is Inddivisable in the discretion of such party,

Article XIV **MISCELLANEOUS**

- If either party shall fall to perform any of the covenants or citing allons imposed upon it under and by writtee of the Service Agreement of which these General Terms and Conditions. If other party shall fall to perform any of the covenants oristingations imposed upon it under and by writted of the Service Agreement of which in these General Ferms and Conditions, are a part, (except where such failure shall be excused under any of the provisions of this Service Agreement), then in such event, the other party may, attis option, terminate this Service Agreement and declaring the state of the party and in default shall cause awhitten notice to be served on the party in default, stating specifically the cause ioriterminating this Service Agrigoment and declaring ITo bathe intention of the party giving the notice to terminate the same; thereupon, fire party in default shall have that y (30) days after the service of the aforesaid notitle in which to remedy and remove said cause or causes and fully indemnify the party not to default for any and all consequences of such breach, then such notice shall be withdrawn and this Service Agreementshall continue in full force and effect. In cage the party in default does not so remedy and remove the notice for any and all consequences of such breach, within said period of thirty (30) days, then this Service Agreement puts and after the expiration of said period. Any candidation of this Service Agreement puts and to the provisions of this Service Agreement puts and to the provisions of this Service Agreement in the content of the service agreement by which the cause of this default may be solded for with the Agreement of the content of the service agreement of the se willubinity assert of any other remedy to which the party notific default may be entitled for wind alliand the Service Agreement.

 The Service Agreement, of which these General Terms and Conditions are a pert thereof, shall be binding upon and inure to the benefit of the Seifer and the Buyer and their
- successors and assigns
- Exceptes Officenses provided, any notice, request, demand, statement orbitil, Which either Buyanort Selier may destro to give to thouthershall be inwriting and shall be considered as fully delivered when malled by prepaid registered mail addressed to said party at [is test known post office address, or at such other addresses as elither party may designate in writing. Routing communications, including monthly statements and payments, shall be considered as duty delivered when malled by either registered orcodimenty mail
- Buyers covenants and agrees to execute of file, or cooperate with Seller in the execution or filing of, any report, conflictation other discurrent required by any governmental agrency having julisatiction over this contract or the parties herato, or any other certificate or document requested by Selfennacessary for Selfiernacessary for Se sales, use protifiertal. Buyer shall indemnity Selliarforany loss sustained by Selliar as a result of Boyer's breach of this Stillenant.
- The parties hereto in executing this Selvice Agreement and these General Terms and Conditions, activity likelings that these General Terms and Conditions are a part of the Selvice Agreement.

Buyer	Saller:	South Carolina Electric and Gas Company
Ve, It	Ву;	Smed Weholster
TILLE: SETA CIBIT!	Tille;	Gararal manger Sales
Energy Spurcing Leader - Natural Gasc as Owens Corning Sales, LLC	Palo	11/2/2018

ORIGINAL

This original to be returned to SCE&G Company

SERVICE AGREEMENT

WITNESSETH

WHEREAS, Seller owns and operates a natural gas system in the State of South Carolina, which supplies natural gas for certain industrial operations under specific contracts with industrial customers, and

WHEREAS, Seller supplies natural gas to Buyer under the tehtits of a Service Agreement between Arclin Surfaces – Blythewood Co. and Seller dated October 16, 2006, and as amended on April 7, 2014 and also November 4, 2015, which are hereby being mutually terminated at 10:00 A.M. Eastern Time on November 1, 2018, and

WHEREAS, Buyer has agreed to purchase natural gas from Seller according to the terms and conditions of this Service Agreement when natural gas is tendered by Seller whenever and to the extent Buyer has a requirement for fuel in Priority-of-Service Categories 3A & 3F as set forth in Article III, Paragraph 1, of the General Terms and Conditions to Industrial Service Agreements heleto attached, for Buyer's facility located at 1051 Jenkins Brothers Road, Blythewood, South Carolina.

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth, to be kept and performed by the parties hereto, it is mutually agreed as follows:

L SCOPE OF DELIVERY

(A) FIRM GAS. PRIORITY-OF-SERVICE CATEGORY 3A

Buyer agrees to punchase from Seller, and Seller agrees to sell to Buyer, up to the Maximum Daily Quantity of natural gas which shall not be subject to interruption or curtailment except for conditions as set forth in Atticle IV, Paragraph 3, of the General Terms and Conditions hereto attached. The Maximum Daily Quantity offfirm Gas shall be 12 dekatherms per day. Any gas taken by Buyer above the Maximum Daily Quantity, after notice from Seller of curtailment to the Maximum Daily Quantity, without Seller's advance approval, shall be Unauthorized Overrun Gas and shall subject Buyer to the penalty rate per dekatherm set forth in Article IV, Paragraph 5, of the General Terms and Conditions to Industrial Selvice Agreements hereto attached. Deliveries of Firm Gas under this paragraph of the Selvice Agreement shall be Utilized by Buyer only in Priority-of-Service Category 3A as set forth in Article III, Paragraph 1, of the General Terms and Conditions heleto attached. Buyer shall purchase all gas

tendered by Seller up to the Maximum Daily Quantity whenever and to the extent Buyer has a requirement for fuel in the Priority-of-Service Category set forth herein.

(B) INTERRUPTIBLE GAS, PRIORITY-OF-SERVICE CATEGORY 3F

Buyer agrees to punchase from Seller, and Seller agrees to sell to Buyer, up to a Maximum Daily Quantity of 300 dekailhelms of natural gas per day on an interportible basis, to be purchased and utilized by Buyer when and to the extent Seller has gas available, tenders such gas to Buyer and Buyer has a requirement for fuel. Seller makes no guarantee of deliveries hereunder. Interruptible gas will be offered when, and to the extent, available in accordance with the operating procedures set forth in Atticle IV, Paragraph 4, of the General Terms and Conditions to Industrial Service Agreements heleto attached. Any gas taken by Buyer, including gas utilized as fuel for pilluts, after any order of Selle; calling for complete curtailment of Buyer's interruptible load, or any gas taken by Buyer in excess of a partial curtailmont order, shall be Unauthorized Overnuth Gas and shall subject Buyer to the penalty rate per dekatherm sel forth in Article IV, Paragraph 6, of the General Terms and Conditions to Industilial Service Agreements hereto allached. Deliveries of Intentibibilitie Gos under this paragraph of the Service Agreement shall be utilized by Buyer only in Priorityof-Service Category 3F as set forth in Article III, Paragraph 1, of the General Terms and Conditions hereto attached.

2. HOURLY DELIVERIES

- (A) Seller shall not be obligated to make hourly deliveries of gas pursuant to Paragraph 1(A) above, at an hourly rate in excess of 1 dekatherms per hour. Seller reserves the right to regulate the flow of gas delivered hemethader by means of automatic or manually operated flow commol valves so as to limit the hourly flow of gas within the specified quantity.
- (B) Seller shall not be obligated to make hourly deliveries of gas pursuant to Paragraph 1(B) above at an hourly rate in cicess of 11 dekatherms per hour. Seller reserves the right to regulate the flow of gas delivered hereunder by means of automatic or manually operated flow control valves so as to limit the hourly flow of gas within the specified quantity.

3. POINT OF DELIVERY

The Point of Delivery for all gas delivered hereunder shall be at the outlet side of Seller's measuring and regulating equipment. The measuring equipment shall be installed on the Buyer's property at a location mutually agreed upon by Seller and Buyer. All gas shall be delivered at this location and it shall be the Buyer's responsibility to extend all fuel lines from this location to the point or points of usage.

4. DELIVERY PRESSURE

Seller agrees to use due care and diligence to furnish gas hereunder at such uniform phessure as Seller may elect up to, but not exceeding 20 pounds per square inch gauge, and not less than b pounds per square inch gauge, at the "Point of Delivery". Buyer shall be responsible for the installation and operation of adequate safely equipment downstream of the Point of Delivery so as to relieve or control pressure variations within the limits described above that may, for any reason through malfunction of Seller's equipment or otherwise, occur on Buyer's side of the "Delivery Point".

5. INITIAL SERVICE

Buyer agrees to begin purchasing natural gas under the telms and conditions of this Service Agreement at 10:00 A.M. Eastern Time on November 1, 2018, at which time the Service Agreement between Arclin Surfaces — Blythewood Co, and Sellet dated Octobel 16, 2006, and as amended on April 7, 2014 and also November 4, 2015, shall terminate.

6. TERM OF AGREEMENT

This Agreement shall become effective on November 1, 2018, and shall continue in full force and effect through October 31, 2019, and from month to month thereafter unless either party shall give written notice of intention to terminate at least thirty (30) days prior to the expiration of the original terms or any one year exclassion thereof.

7. RATE

Buyer agrees to pay Seller each month for all gas delivered by Seller during the month at the Base Rate or the Competitive Fuel Rate, whichever shall be applicable.

Gas volumes will be corrected for BTU content, pressure, temperature, supercompressibility, specific gravity, and other factors where applicable.

(A) BASE RATE FIRM GAS. PRIORITY-OF-SERVICE CATEGORY 3A

Each month, daily volumes of Firm Oas delivered by Seller to Buyet in Priority-of-Service Category 3A shall be billed on Rate 33 altached as Exhibit A, as presently exists or as amended or superseded by the Public Service Commission of South Carolina.

Seller's "Purchased Gas Adjustment" applicable to Rate 33 shall be determined according to the method shown in Exhibit B, attached hereto, as may be amended, revised, or superseded by the Public Service Commission of South Carolina, and shall apply to all service supplied under Rate 33.

(B) BASE RATE INTERRUPTIBLE GAS. PRIORITY-OF-SERVICE CATEGORY 3F

Each month, the Base Rate for daily volumes of Interruptible Gas delivered by Seller to Buyer in Priority-of-Service Category <u>3F</u> shall be seventy-eight cents (\$0.78) per dekatherm plus Seller's "Cost of Gas".

Seller's "Cost of Gas" shall be determined according to the method shown in Exhibit C attached hereto, as may be amended or superseded by the Public Service Commission of South Carolina, and is incorporated in and made a part of this Service Agreement.

In addition to the Base Rate, the amount of any new or additional taxes imposed directly on the purchase or sale of gas delivered hereunder shall be added.

(C) COMPETITIVE FUEL RATE

It is the intent of the Agreement that Buyer's cost of natural gas used in Priority-of-Service Category <u>3F</u> shall be competitive with the as-fined cost of alternate fuel that Buyer could actually utilize in lieu of natural gas.

For the purpose of the computation to obtain the as-fired cost of the allemate fuel, it is \inderstood and agreed that:

- (1) The Alternate Fuel is Number 2 fuel oil.
- (2) The cost of the alternate fuel (identified as "K") shall include:
 - (a) Cost per gallon,
 - (b) Freight to Buyer's facility, and
 - (c) One Cent (1.0¢) per gallon for handling charges.
- (3) Number 2 fuel oil shall be considered as having 135.800 BTU's per gallon or 0.1358 dckathcims per gallon, which is identified as "dt".
- (4) The following formula utilizes the above values and shall be used to calculate the as-fored cost of the alternate fuel (identified as "C"):

$$C = \underline{K}$$

If, at any time during the term of the Service Agreement, Buyer can establish by reasonable evidence (i.e. a vendor's invoice, bona fide written quotation, equivalent proof or Buyer's written declaration) that Buyer's as-fired cost of the

alternate fuel to replace natural gas is less than the cost of natural gas, then Buyer shall advise Seller in writing, by the twenty-fifth (25th) of the calendar month, that the cost of natural gas for the next ensuing billing period will exceed the asfired cost of the alternate fuel.

Seller will respond to Buyer, in writing, prior to the beginning of the next billing period that Seller will either;

- (1) Lower the price of instantal gas to the as-lined cost of the alternate fuel shall deliver gas, or
- (2) Notify Buyer of the price at which Seller will deliver gas in the event Seller elects not to lower the price to the as-fired cost of the alternate fuel.

In the event Seller elects to lower the price of gas to the as-fired cost off the alternate fuel, Buyer may not discontinue the purchase of natural gas hereunder. In the event Seller offers to deliver gas to Buyer at a price greater than the as-fired cost of the alternate fuel, then Buyer may either accept delivery of natural gas at the price offered by Seller through a prompt verbal notice confirmed in writing or discontinue receiving gas for the next billing period. In no event will the cost of natural gas as determined by this paragraph exceed the cost as determined under the Base Rate of this Service Agreement.

During any period of suspended service, Buyer agrees to continue to invoke the Competitive Fuel Rate provision each month for consideration by Seller. Should Buyer fail or refuse to invoke the Competitive Fuel Rate in writing, Seller shall price nallifal gas delivered to Mayer pursuant to the Base Rate of this Service Agreement.

(C) COMPETITIVE FUEL RATE (GAS-TO-GAS)

- (1) Seller acknowledges that Buyer also has the capability to use transported gas lo satisfy Buyer's requirements in Priority-of-Service Category <u>3F</u>. Buyer and Seller hereby agree that Seller has the opportunity to bid a price to Buyer to displace Buyer's transported gas in accordance with the procedures of this Paragraph 7(C).
- (2) Seller agrees to provide Buyer with notice, verbally, or in writing, before the end of each calendar month of the price at which Seller is able to sell Interruptible gas to Buyer for the next ensuing calendar month to displace transportation gas.
- (3) Buyer agrees to respond to Seller, verbally by telephone, or in writing, prior to the beginning of the next ensuing calendar month, that Buyer accepts or rajects Seller's offer.

- (4) In the event Buyer accepts Seller's offer, Buyer may not discontinue the purchase of natural gas for Buyer's fuel requirements hereunder.
- (5) In the event Buyer rejects Seller's offer, and elects to transport Buyer's own gas, then Buyer shall have no obligation to purchase any gas from Seller's system supply.
- (6) In no event will the cost of natural gas as determined by this paragraph, exceed the cost as determined under the Base Rate of this Service Agreement.

8. STANDBY CHARGES

In consideration of Buyer's requirement for standby service for Buyer's requirements in Priority-of-Service Category <u>3F</u>, Buyer agrees to pay Seller the sum of two hundred and fifty dollars (\$250.00) per month as a standby charge. This charge shall be in addition to any other monies charged for standby volumes delivered in Priority-of-Service Category <u>3F</u> from Seller's system supply.

9. BILLING VOLUMES

For the purpose of billing, the parties agree that the first gas delivered through the Point of Delivery shall be the volumes transported for Buyer on a daily basis pursuant to the Transportation Agreement between the parties. All volumes in excess of the transported volumes will be considered as having been delivered pursuant to this Service Agreement.

10. CREDITWORTHINESS

Seller, in order to satisfy itself of the ability of the Buyer to meet its obligations under the contract, may conduct periodic reasonable credit reviews in accordance with standard commercial practices. Buyer agrees to assist in these reviews by providing financial information and at the request of the Seller, will maintain such credit support or surety including, but not limited to, an unconditional and irrevocable letter of credit to provide adequate security for protection against the risk of nonpayment.

11. ASSIGNMENT

Customer shall not assign this Agreement or its rights hereunder without the prior written consent of the Company, which consent may be withheld in the exercise of its sole discretion.

12. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions to Industrial Service Agreements attached hereto and duly executed by both parties, are hereby incorporated in and made a part of this Service Agreement. Should there be any conflict between any portion of the General Terms and Conditions to Industrial Service Agreements and this Service Agreement, the parties agree that the Service Agreement shall prevail.

11. NOTICES

All correspondence required of Buyer and Seller under this Service Agreement is to be addressed as follows:

To Seller:

South Carolina Electric & Gas Company

Large Customer Group, Mail Code B-102

Cayce, SC 29033

To Buyer:

Owens Coming Sales, LLC 1051 Jenkins Brothers Rd.

Blythewood, SC 29016

IN WITNESS WHEREOF, this Service Agreement has been executed on the date first above written by the parties hereto by their officers or other representatives.

		SOUTH CAROLINA ELECTRIC & GAS
	OWENS CORMING SALES, LLC	COMPANY
1	Buyer	Søller\
\nearrow	Lipiti	(mes & Mobols A
	Ву	By /
	SHARON CIPUM	General Montger offes
	Title Energy Sourcing Leader- Natural Gas	Title
	Owens Corning Sales, LLC	11/2/2019
	Date	Date

7

Exhibit A

SOUTH CAROLINA ELECTRIC & GAS COMPANY

GAS

RATE 35

TRANSPORTATION AND STANDBY SERVICE (Page 1 of 2)

AVAILABILITY

Transportation service is available to any customer who has firm requirements of 50 Dekatherms Maximum daily Quantity (MDQ) or greater and, who owns and delivers gas to the Company at an acceptable point of connection, for delivery by the Company to the costomer's regular point of service.

Service will be supplied at the best efforts of the Company and may be restricted from time to time due to operating limitations on the Company's system or from third party restrictions. In the event of such limitations, the transportation service is subordinate to service undiginall other rate schedules and may be cuntariled or interrupted, normally upon not less than two hours advance notice, or, when necessitated by conditions affecting the Company's gas system, upon less than two hours advance notice

RATE PER MONTH

Transportation Service

Monthly Demand Charge

First	50 Dekatherms @	\$605,50
Excess over	50 Geitaileuns @th~•~rm~•~@	\$=8~.2 58.26 eperdielanam
Commeddy/Char	que-CO}-	\$116,66909 paperde Wered Dekatherm

DETERMINATION OF BILLING DEMAND

- (a) Stilling Months of Nevember-April,
 - The monthly billing demand shall be the greatest of, (1) The actual MOQ; (2) The contract MOQ, or (3) 50 Detailberns
- (b) Billing Months of May-October:

The monthly billing demand shall be the greatest of: (1) The actual MOQ, (2) 50% of the contract MDQ; or (3) 50% of the highest MDQ occurring during any of the preceding billing months of November-April, or (4) 50 Dekatherms

Standby Service

In addition to the demand Charges for transportation service the following charges will apply for gas supplied by the Company

(a) Billing Months of November-April:

The monthly builting demand shall be the greatest of: (1) The actual MOQ, (2) The contraet MOQ, or (3) 50 Dekalinemens.

Demand Charge @	 	 \$6,00	per Dekalherm
Commodity Charge@		\$ 7.1785	per Dekalthæmh

(b) Biffing Monthii of May-October:

Demand Charge @		None	_
Commodily Chains @	S	7,1785	per Dekalhern

MINIMUM CHARGE

The monthly minimum charge shall be the demand charges as determined above

ADJUSTMENT FOR RECOVERY OF GAS COSTS

The commodity charges above include gas costs of \$5.5735 per dekatharm. These charges are subject to adjustment by order of the Public Service Commission of South Carolina,

DELIVERED GAS QUANTITY

When separate metering is not feusible, the Company shall assume for billing purposes, unless otherwise agreed to, that such metered volumes relitextideliveries under this rate schedule prior to gas received under any other rate schedule

The quantity of transportation gas received into the Company's system for the customer's account to be delivered to the customer by the Company shall be reduced by 3% in measurement for line loss and unaccounted for gas,

RATE 35

TRANSPORTATION AND STANDBY SERVICE (Page 2 of 2)

DELIVERED GAS QUANTITY

The volume of gas received on a daily basis for customer's account may not equal the volume, less shrinktige, delivered to the customer. The result will be deemed an Imbalance Customer's account will be reviewed at the end of each month, or on termination of irransportation Service or curtailment or discontinuance thereof if the imbalance is such that the customer has received more gas than was delivered to the Company during the period under review, customer shall be bitted for such as standby service in the imbalance is such that the customer has received less gas than was delivered to the Company, the Company may exercise one of two options, in its sole discretion. The Company may: (1) deliver the excess gas 16 the customer, over the next calendar month succeeding the review, at such times as the Company shall determine in its sole discretion, or (2) buy excess gas at Company's lowest delivered purchase price in that month from any of Company's suppliers.

LIABILITY

The Company shall not be liable for curtailment of service under titls rate schedula or loss of gas of the customer as a result of any steps taken to comply with any law, regulation, or order of any governmental tigency with fundadation to regulate, allocate or cantiol gas supplies or the rendition of service hereunder, and regardless of any diaffectin such law, regulation, or order.

Gas shall he and remain the property of the customer while being transported and delivered by the Company. The customer shall be responsible for maintaining all insurance at deems necessary to protect its property interest in such gas before, during, and after receipt by the Company.

The Company shall not be litable for any loss to the customer arising from or outtof service under this rate schedule, lineluding 1096 of gas. In the possession of the Company's own employees or agents. The Company reserves the right to committingle gas of the customerwith other supplies.

SALES AND FRANCHISE TAX

To the above will be added any applicable sales tax, franchise fee or business license tax which may be assessed by any stute or local governmental body

PAYMENT TERMS

All brits are act and payable when rendered

TERM OF CONTRACT

The customer shall execute an Agreement of Service with the Company which shall specify the maximum daily volume of gas to be transported, the period of time that the Company will receive such gas, and all contributions under which delivery to the Company will be accepted and delivery to the customer will be made. The customer must provide the Company with all necessary documentation of ownership and authorization required by any regulatory body with jurisdiction,

GENERAL TERMS AND CONDITIONS

The Company's General Terms and Condillons are incorporated by reference and a part of titls rate adhedule.

ANNUAL NOMINATION

Customers must elect to receive a) Transportation Service only, b) Transportation Service with Standby Service, or c) Standby Service only for each applicable period. Such elections must be made to the Company in writing by October 15th of each year to be effective for each month during the period November 1st to October 31st following. New customers under this tariff shall elect volumes at the time their service contract becomes effective. If no prior election has been made then the customer will receive Standby Service only. If any customer falls to make a tilmety election, then the prior period election with carry over for the following period. All elections shall be binding for the duration of the November 1st to October 31st period and may not be revoked, suspended or modified by the Customer.

SOUTH CAROLINA ELECTRIC AND GAS COMPANY PURCHASED GAS ADJUSTMENT FIRM GAS ONLY

This adjustment is applicable to and is part of the Company's firm gas rate schedules. The cost will be calculated to the nearest one-thousandths of a cent, as determined by the following formula, and will be included in the base rates to the extent approved by the Public Service Commission. All costs and factors will be recalculated monthly for a forward looking 12-month period. Adjustments in gas cost factors will be made for all factors in any month in which the recalculation indicates that any factor requires an adjustment of more than \$0.04 per therm. If the recalculation indicates the adjustment is less than or equal to \$0.04 per therm, then the Company may nevertheless adjust the rate if, in its sole discretion, it determines that a rate adjustment would reasonably impact customers' bills. The recalculation shall be made based on information current as of a mid-month date selected by the Company which allows for revised factors to be filed and acted on by the Commission before the first billing cycle of the month in which they are to be effective. All components of the recalculation (commodity costs, demand charges, firm sales, industrial revenue credits, capacity release credits, over or under collections, carrying costs, etc.) shall reflect current forecasts and balances as of the date of the recalculation. Differences between firm cost of gas revenues actually billed and firm cost of gas expenses actually incurred for each month, as defined below, will be calculated monthly, for both Demand Charges and Firm Commodity Benchmark charges, and accumulated. The accumulated amounts will be applied to subsequent cost of gas factor calculations as detailed herein with monthly carrying costs calculated at the rate of one-twelfth of the annual applicable interest rate. This annual rate is defined as the rate of interest as of the first day of each month for 10-year U.S. Government Treasury Bills plus an all-in spread of 65 basis points (0.65 percentage points) with this total carrying costs annual rate not exceed 6%. The rate will be applied to the cumulative balance of over or under recovery as of the close of the prior month for each customer class for both demand and commodity with no carrying cost applied to over or under-collection balances equal to or exceeding \$20 million dollars. The resulting interest adjustment will be applied to the demand and commodity cost of gas recovery balances for each customer class. The Demand Charges and Firm Commodity Benchmark charges shall be calculated as set forth below.

A. Demand Charges:

Demand Charges per Therm by Classs≡ [a-(b+c)] x Rate Class Percentages
Firm Sales Therms by Rate Class

- (a) Capacity charges and reservation fees for transportation, storage and LNG.
- (b) Released capacity at 75% of the net compensation received from secondary market transactions (See "Note-1" below)
- (c) Margin Revenue from interruptible rates above \$.02081 per therm. Margin Revenue is the total amount received for such sale less the commodity cost of gas determined in B below

All calculations of Demand Charges by customer class shall be done monthly. The full amount of any Margin Revenue as stated in C above, shall be credited to the Demand Cost, Additionally, SCE&G will revise the rate class percentages to reflect the current weighting of 50% of annual peak day forecast and 50% of forecast annual sales in each annual Purchased Gas Adjustment filing.

NOTE-1: "Released Capacity" shall include all transactions which involve the use of gas transportation capacity rights, storage rights or similar off-system rights or assets owned by SCE&G, but only if the cost of those rights or assets is borne by firm gas customers in South Carolina. "Net value received" shall mean the gross compensation received from the "released capacity" transactions, less all transportation charges, taxes or other governmental charges, brokerage fees or commissions, or other costs or charges related to the transaction, including all costs incurred in purchasing natural gas supplies that form part of the transaction.

В. Firm Commodity Benchmark:

Where: Firm Gas Cost per Therm = _impfb1

- Total variable cost of natural gas (processed or unprocessed), vaporized liquid natural (p) gas, synthetic gas, propane-air mixture, landfill gas, or other source of methane gas or any mixture of these gases entering the Company's system in dollars including any additions or subtractions from Price Risk Adjustment.
- (d) The cost of gas attributable to all sales made by the Company to customers under an interruptible rate or contract or any Special Market Priced Customers, such costs to be calculated by dividing the total price paid for commodity gas for the month by the volumes of gas purchased for the month (adjusted for shrinkage) with the resulting unit price then multiplied by interruptible sales therms for the month, (See "Note-2" Below)
- Total firm therm sales of gas. Total sales being defined as those sales excluding gas (s) sold under D above recorded on the Company's books in Accounts 480 through 483 per The Uniform System of Accounts for Class A and B Gas Utilities of the National Association of Regulatory Utility Commissioners (NARUC).

NOTE-2' Special Market Priced Gas includes, without limitation, market priced gas sold to Compressed Natural Gas (CNG) customers under SCE&G's Developmental Rate for CNG and emergency gas customers sold under provisions providing for Emergency Gas sales. The appropriate revenue related tax factor is to be included in the calculation of Demand Charges and the Firm Commodity Benchmark.

C. Alternative Commodity Benchmark Calculation Related to Interruptible Sales

Interruptible sales are priced to reflect the cost of gas supplies available at the time the sales are transacted The Firm Commodity Benchmark is calculated as a system-wide average at month's end. In some cases, the market price of gas supplies may change within a month such that the Firm Commodity Benchmark plus \$ 02081 per therm is higher than the price quoted for interruptible sales In such cases, SCE&G may calculate an Alternative Commodity Benchmark for those interruptible sales whose prices fall below the Firm Commodity Benchmark. SCE&G shall then use that Alternative Commodity Benchmark plus \$,02081 per therm in calculating the Margin Revenue from those sales.

The Alternative Commodity Benchmark —The Alternative Commodity Benchmark shall be calculated using the following formula:

- (p) Total variable cost of gas (of whatever type) entering the Company's system that was purchased, nominated, injected or otherwise obtained to support the Interruptible sales whose prices are lower than the Firm Commodity Benchmark
- (d) The Interruptible sales, in therms, whose prices are lower than the Firm Commodity Benchmark

The costs and quantities of gas used in such calculation shall be excluded from the calculation of the Firm Commodity Benchmark under Section B, above.

Margin Revenue from Interruptible Sales: In those months in which SCE&G elects to compute an Alternative Commodity Benchmark for interruptible sales, it shall use that Alternative Commodity Benchmark to compute Margin Revenue from interruptible sales and shall include the Margin Revenue so calculated in factor (c) of the Demand Cost calculation under Section A, above.

Whenever SCE&G elects to compute an Alternative Commodity Benchmark for interruptible sales, it shall provide written notice thereof to the Commission and the Office of Regulatory Staff, within 30 days of adopting the resulting adjustment to prices and volumes.

EXHIBIT C

SOUTH CAROLINA ELECTRIC & GAS COMPANY

GAS COST CALCULATION

APPLICABILITY

This calculation is applicable to and is part of the Seller's Service Agreement for interruptible gas deliveries.

COST OF GAS

The cost of gas per dekatherm for the current month shall be determined (to the nearest thousandth of a cent) by the use of the equation below:

Cost of Gas
$$=$$
 $(P-D) \times T$

Where:

- P= Total cost of matural gas (processed or unprocessed) vapolized liquid natural gas, synthetic gas, propane-air mixture, landfill gas, or other source of methane gas or any mixture of these gases entering the Seller's system during the current month in dollars.
- D = The cost of gas attributable to all sales made by Seller to Buyers under an interTuptible iate or contract where the Buyer has alternative fuel capability and has certified to the Sellenthe, is fired price of its alternative fuel such that Seller could not supply gas at a price that is competitive and service is provided by Seller under the competitive pricing provisions of the rale or contract.
- Total gas entering the Seller's system during the current billing month excluding gas sold under D above times the annual sales factor which will be determined by dividing total annual sales recorded in Accounts 480 through 483 plus distribution gas used in electric generation by the total annual gas entering the Seller's system. The annual sales factor shall be computed for the twelve months ending each March and applied beginning with the first billing cycle of the following May each year.
- T = Adjustment for revenue related Taxes plus one (1)
- NOTES: (1) The amounts calculated in the formula above shall include any applicable credit or debit adjustment reflecting corrections to a prior month's Gas Cost calculation.

SOUTH CAROLLINA ELECTRIC & GAS COMPANY This original to be returned pair selected terms and conditions to industrial service agreements for R

Article / GENERAL

These Tothis and Conditions to Industrial Service Agreements are supplementary to the Rules and Regulations issued by the Public Service Commission of South Catolina and the General Tenns and Conditions of South Carolina Electrica Gas Contributing Service Commission of South Carolina.

The provision of these Terms and Conditions apply to all pations, parliarships, appealions or others designated as industrial users who are lawfully receiving gas service from Satuth Carolina Electric & Gas Company undernate schedules or service agreements filed with the Commission. To the extent these Terms and Conditions conflict with the General Terms and Conditions for natural gas service, control.

Scoth Carolina Electric & Gas Company is referred to herein as "Selfel", and the user or prospective user is referred to as "Buyer". The Public Service Commission of South Carolina is referred to heral/n as *Commission*.

Article II

DEFINITIONS

Except where the context otherwise indicates another or different mentiling or fintent, the follows are intended and usuation distinct on struct to have meaning as follows

"Day" shall mean a period offwenty-four (24) consective hebits beginning at 10.00 A.M. Eastern litine or at such other hours as may be designated.
"Monthi" shall mean the period between any two (2) regularreadings of Salbets meteral which shall be notices than wenty-eight (28) days or more than thirty/down(34) days 2.

- Yeart shall mean a period of 365 days commencing with the day of flist delivery of gas hereutider, and each 365 days thematter except that in a year having a date of Fabruariy 29th, 3, such yearshall consist of 306 days
- "Cutilization of gast shall mean the amount of gas tiBcessary to fill a cubircticultof space when the gast is also temperature of stdy degrees Fahrenheltt(60°F) and under an absolute pressure of four-fileth and sovereith three trundredths pounds phirsquare inch (14.73 fills): 4,

CCIP shall mean one hundred (100) cubic footofgas,

- 6, "MCF" shall mean one thousand (1000) withic feet of gas,
- 42TU' shali mean a Bhiish Thannal Ughtand is the amount of heat required to raise the temperature of one (1) pound of water 1 4 Fathrentiell at 30° Fathrenheit.

"MMBRIUS shall meen one million British Thermal Units 8.

- 10
- Therm's shalf mean the quantity of frest energy which is 100,000 British Thermal Units.

 'Oekqlieun' (di)stical mean the quantity of heat energy which is 1,000,000 British Thermal Units,

 'Natural Gas' or 'Gas' shalf mean natural gas, processed or unprocessed, vaporized fiquid natural gas, synthetic gas, proparresis mixture, landfill gas, other uncomivientional source of 11
- reclinate day of mixture of those gasts

 Firm SeMice's shall mean service from rate schedules and/or contracts under which Seller is expressly obligated to deliver specific volumes Within a given time period and which anbiqueties no inferruptions but which may permit unexpected inferruptions in case the supply to higher priority customers is threatened.

 Whiterruptible Sentice's shall mean service from rate schedules and contracts underwhich Company is not expressly obligated to deliver specific volumes within a given time period, and 12.
- 13. which anticipates and permits interruption on short notice, or settifice under rele schedulosor contracts which expressly or impliedly require treatablition of alternate fuel each birty, "Commercial Service" shall mean service to Customers engaged primarily in the sale of goods or services including institutions aix docal, state and federal government agencies for
- 14. uses other Utan those involving manufacturing or electing polyler generation.
- Industrial Services" shall mean service to customers engaged primanty in a process which creates or changes raw or unfinished materials into another form or product including the 15. generation of electropower
- "Plantifridection Gas" shall mean the minimum volumes required to prevent physical harm to the plant fattiffies or danger to plantifreesonnel when such protection cannot be afforded through the use of tot alternate fuel. This includes the protection of such material in process as would observe be destroyed, but shall not include the protection of such material in process as would observe be destroyed, but shall not include the protection of such material in process as would observe be destroyed, but shall not include the protection of such material in process as would observe be destroyed, but shall not include the protection of such materials in process as would observe be destroyed, but shall not include the protection of such materials in process as would observe be destroyed, but shall not include the protection of such materials in process as would observe be destroyed, but shall not include the protection of such materials in process as would observe be destroyed. 16 production, Adelermination with be made by the Selfer of minimum volumes required. Such essential volumes will be dispatched accordingly.
- "Readstock Gaz" shall mean natural gas used as a row material for its chemical properties in creating an end product.
 "Process Gas" shall mean gas used forwhich alternate fuels, other than another gaseous fuel, are not tenthrically feasible such as in applications requiting precise temphilature controls 18 and precise flame characteristics
- "Bollian Fuell" shall mean natural gas used as inveltor too generation of stocam and in internal combustion turbline engines (or through metallions of electricity 19.
- "Alternate Fuel Capability" shall mean a situation where an atternate fuel could have been utilized whether or not the fact uses for such use have actually been this tall mean a situation where an atternate fuel could have been utilized whether or not the fact uses for such use have actually been this tall mean as it was to be a such as a situation of the fact uses for such uses have actually been this tall mean as a situation where an atternate fuel could have been utilized whether or not the fact uses for such use have actually been this tall mean as a situation where an atternate fuel could have been utilized whether or not the fact uses for such uses have actually been this tall mean as a situation of the fact uses for such uses f Incompare, where the use of natural gas is for plant protection, (ecclistants rule of natural parties of natural gas is for plant protection, (ecclistants rule of natural gas is for plant protection, (ecclistants rule of natural gas is for plant protection, (ecclistants rule of natural gas is for plant protection, (ecclistants rule of natural gas is for plant protection, (ecclistants) he had no allemate fuel capability disuct treating the natural gas is for plant protection. (ecclistants) he had no allemate fuel capability disuct treating the natural gas is for plant protection. (ecclistants) he had no allemate fuel capability disuct treating the natural gas is for plant gas in the natural gas in the natural gas is for plant gas in the natural gas in the natur
- 21. Seller's gas supply.
- "Storago Injection Requirements" that mean all volumes required by the Setterfor intection into underground storage, including cushion gas, and fortifunation, including fuel used for injection in liquefaction plants, onforsuch other storage projects that may be developed expressly for the protection of supply to high priority users.
- Stiller Uses shall mean fuel used for gas compression, LPG plants and LNG plants, other gas needed by Seller's facilities to furnish the requirements of Buyers, together will unaccounted for gas shall be considered likewise in Priority of Selvice Calegory 1. Giver vital uses of Seller, such as fiame stabilization requirements, will be met as long as such uses do not proparatize service talls firm service Buyers,
- "Essenbal Human Needs" shall mean natural gas service, which, if denied, would trause shuldown of an operation resulting in the closing of an establishment essential to maintaining 24. the health and safety of the general public
- "The Pointinfi Debicey" shall be at the outlet side of the Sellar's measuring equipment and regulating equipment.
- "Emergency Stativities" shall mean supplemental deliveries of natural gas triatimaly be required to forestall treparable injury to life or property Trebidding environmental emergences.

Article III

CURTAILMENT OF SERVICE

- 1. In the eventiof a Gas Supply Deficiency on the Statistics system, the Sellerstratil require curtalitium for service to Buyer in accompliance with life following procedure;
 - The Seller shall order curta/threatial sales made to Buyer's purchasing gas under the Seller's rate schedules er special contracts in descending order in accordance with priority of service categories set forth below. Approved emergency gas is excepted from curtaliment
 - 1. Residential and small commercial Buyers (less than 50 MCF on a pital day) and esscullat human needs customers where there is no installed or available often age. capabbity.
 - Larga constitutiat direct flame requirements (50 MCF or mixe on a peak day); firm industrial requirements for plant protection, feedstock and process needs, and storage injection requirements;
 3A. Firm industrial requirements for uses other than balleritual which do not quality for Category 2,
 3B. Firm 66 whereast and industriation requirements up to 1,000 MCF on a pask day.
 3C. Interruptible requirements for human need types of (actilities such as public billings, hospitals and faundries.

 - 30 interruption requirements for direct flame applications which can utilize only another gaseous (unit us an alternate

- 3E, Interruptible reguliements for direct flame applications which can utilize a fuel other than a gaseous fuel as an alternate,
- 3F. Interruptible requirements forbidilectual use of less than 300 MCF on a peak day.
- (LEFT BLANK INTENTIONALLY)

- (LEFT BLANK INTENTIONALLY)
 Interruptible Boiler Foel requirements of 300 MCF or more, but less than 1,500 MCF on a peak day, where afternate fuel capitabilities can meet such requirements interruptible Boiler Fuel requirements of 1,500 MCF or more, but less than 3,000 MCF on a peak day, when alternate fuel capabilities can meet such requirements.
- Interruptible Boller Fuel requirements of 3,000 MGF or more, that less than 10,000 MGF on a peak day, where alternate fuel capabilities can meetsuch requirements. Interruptible Boiler Fuel requirements of 10,000 MCF or more on a peak day, where alternate fuel capabilities can meetsuch requirements.
- 10. Natural gas requirements of customois, who have an allomate fuel as their primary energy source, but use n'atural gas as a standby fuel Curtallizion with be in descending order it agrinning with Calegory 10 (i.e., Calegory 1 is the highest prifority)
- A deformination of the category in which a Buyer is placed will be made each year based upon usage in the preceding fivelive muntitis ending August 31 and/or current continent as of the same date. The placement of a Buyer in a category in accordance with the determination made herein with be effective November 1 of the current year, extending through October 31 of tipe following year. A moving base period will be used cach yearwith such base period to include the preceding hydro mobilis ending August 31 of the current year. Reclassifications in categories will be effective on November 1 of the current year, Where a reclassification is necessary, the effected Buyer will be notified of such redassification poor to November 1 offine current year.
- Where daily volumes are not available to make the determination of the 50 MCF/day required in the Curtailment Plan, then requirements shall be determined by taking those Buyers having notual usage of 1000 MCF or more per month for any month duting this previous twelve (12) month period ending August 31. Such month's use will be divided by the number of days during that specific bifing cycle. By means of the avarage daily volumes forthe peak month to the base period are available to make the required determination, then such volumes will be used.

 Any new Buyer added during any base period with be placed in the appropriate category by the Settlerin accordibition with the best information available,

Article IV SCOPE OF AGREEMENT

- SCOPE OF AGREEMENT AGREEMENT SCOPE OF AGREEMENT SCOPE OF AGREEMENT SCOPE OF AGREEMENT AGREEM
- Syddiem's firm toad requirements alsove available supplies.
- Skillem's firmt load requirements also available supplies.

 Deliveries of "Firm Gas" up to the Maximum Daily Quantity set forth in the Service Agreement; shall be tim and shall not be subject to containment or intentiplion by Seller except that caused by Force Mayura, or operating conditions beyond Seller's control, or where such curtainment or interruption is the result of, or pursuant to, operating procedures presented by the Commission Deliveries hereunder shall have priority overall deliveries made by Seller and any time and from time to time witten, in Seller's sole-judgment, it does not have gas available, and Buyer hereby expressly acknowledges that Seller's shall not be liable in damages for, or on account of, any curtaitment or interruption of deliveries. Seller agrees to give Buyer not less than two (2) hours notice of curtaitment or interruption in writing or orally imperson or by telephone, provided, however, that if curtaitment or interruption is occasioned by an event of Force Majeure effecting the Seller's system, Selfenshall be obligated to give only such notices is prantitioble in the circumstances. Seller agrees to commission on of the person designation, or if Selter is unsuccessful in its efforts to promptly communicate Wifn the persons so designated, than sall notices shall be unsufficient if given by Seller to any person who is on Buyer's premises or who answers Buyer's telephone. Whenever, and to the extent that the Soller is unable to deliver the gas requirements of the Buyer shall have the right to purchase girs or oblidefuel sufficient to make up such delicioncy from such offer solution or solutions as may at the time be available to Buyer. The Buyer shall have the right to purchase girs or oblidefuel sufficient to make up such delicioncy from such offer is unable to deliver the gas requirements of the Buyer shall have the right to purchase girs or oblidefuel sufficient to make up such delicioncy from such offer the truth by a such delicioncy from such offer the truth by a such delicio
- designing from Such other source or sources as may at the timo of available to suyer.

 Gas laken by a Buyer of "Firm Gas" on any day, without Selevis advance approved, which exceeds Buyer's Maximum Deliy Quantity shall be considered to be ideal/finitized Overrun Gas Selevishtill bill, and Buyershall pey, for such Unauthorized Overrun Gas at the following rates, in addition to all otherchanges payable to Sellerinereunder:

 (a) For the first times percent (3%) of the Maximum Deliy Quantity, the Unauthorized Overrun Gas shall be paid for at 1.25 times the titase Rate set forth in the Service Agreement, and (b) For the mextitive percent (2%) of the Maximum Deliy Quantity, the Unauthorized Overrun Gas shall be paid for at 3.0 times the Base Rate set forth in the Service Agreement, and (c) For additional Volumes the Unauthorized Overrun Gas shall be paid for at 50 bines the Base Rate set for in the Service Agreement.
- The payment of an Overrin Panally shall not, under any excursionous, be considered as glving Buyer the right to take Unauthorized Overrin Gas, nor thall such payment be considered to exclude or limit any other remedies available to Soliter or attribute Buyer against the offending Buyer for failure to comply with its obligations to stay within its Maximum Daily Quantity.

 Any gas taken by an interruptable Buyer after the effective lictur of an order calling for cultationant of all interruptable ges herounder shall be billed pursuant to Article VII(8)(f) of the
- Company's then approved General-liferms and Conditions for natural gas selvice.

 The Public Service Commission of South Carolina has prescribed the following operating procedures in regard to the curtailment of interruptible service by Selvice.
- The period when operating conditions require curtailments in any type of interruptible services. Selfer shall curtail delivenes of services by service and interruption of services are curtailment in any type of interruptible services. Selfer shall curtail delivenes of services as without discrimination within end-use priority of service arisingones established by the Public Service Commission of South Carolina and pursuant of curtailment instructions received from its supplier or suppliers made in accordance with General Terms and Conditions to the Service Agreement between Selfer and its upplier or suppliers and any subsequent mustilization or amendment thereof.

 Suyeragress that all gas delivered hereundershalf be used by the Buyerand that no portion thereof shall be resold

Article V QUALITY

- 1. The gas delivered hereunder shall be natural gas or any mixture of natural and manufactured gas, including but not hinded to, synthetic gas ortifiquitied petroleum gas as provided form Paragraph 3 hereof; provided, however, that moisture, impunities, helbum, natural gasoline, butano, propane and other hydroaurbons except methane may be removed prior to delivery to Buyer; Safter may subject or permit the subjection of the gas to compression, healing, cooling, cleaning, or other processes, which are not subjection of the gas to compression, healing, cooling, cleaning, or other processes, which are not subject to the merchantability.
- To gas delivered hereunder shall have a total heating value of not less then 950, nor more than 1,400 BTU's ner cubic/feetion of dry gas, and the reasonably free of moisture, objectionable liquids and solids so as to be utilized immediately upon delivery to Buyer, and shall cambain not more than 200 grains of total sulphur, nor more than 15 grains of hydrogen sulphide per
- Moir.
 Selfermay permittiff suppliers or in may itself supply gas from any stand-by-equipment installed by it or by its suppliers, provided that the gas so supplied stiall be reasonably equivalent to the natural gas supplied heretinder, and adaptable for use by Buyer without the occasity of making other than minor adjustments to fuel burning equipment.

 If the natural gas supplied hereting by Sollar staill fall atteny little to conform to any of the specifications set forth in the Article V, Quality, then Buyer agrees to notify Soller thereof and Boyer, thereupon, may at its option refuse to except delivery paralling correction by Seller. Upon Seller's failure to properly remedy any deficiency medically as specified herein, then Buyer may accept delivery of such natural gas and make charges necessary to bring such gas into conformity willt such specifications and Buyer shall then deduct from future payments any reasonable expenses incurred by/titin effecting such charge as agreed to by both parties.

 Odd/itation of gas delivered its rounder is not required of Seller. However, nothing in these Tenns and Conditions shall preside Seller from oddrizing such gas if Sellersa desires or if Seller is required by federal or state regulatory agrees to perform such admixation.

Article VI **MEASUREMENTS**

- 1. The volumes and lotal healthgy alue of the gas delivered heround a shall be determined as follows:
 - The Unit of Volume shall be a cubic foot of gas.

 - When critical manufactures are used, volumes delivered shall be computed in ascerdance with the specifications, formulae and lables published April 1955, as Gas Measurement Committee Report No. 3 of the American Gas Association, and any modifications and amendments thereto, and shall include the use of flarge connections.

 All volumes delivered shall be corrected to the pressure base of 14.73 psig and temperature base of 50° F. The average absolute atmospheric pressure shall be assumed to be founteen and seven tenths (14.7) pounds to the square inch, irrespective of actual elevation of the point of delivery above sea level or varietistic in such almospheric pressure from time,
 - The temperature of the gas shall be assumed to be 60 degrees Fahranhelt (60°) unless Settlerelects to lastall a recording thermometer ontemperature correcting device. If a recording thermometer is installed, the antimetical average of the 24 hoursened will be used to determine the temperature correctly.

 The specific gravity-of the gas shall be determined by a recording gravitometer of standard manufacture instelled in a suitable tecation. Where a recording gravitometer is not
 - used, the specific gravity of this gas shall be assumed to be the some as that of Seller's supplier(s),
 - The total healing valids of the gas delivered hereunder may be determined by Seller by using astandard type of recenting calonimater, spectrometer, chromatograph, or other approved histrumentalities shall be so located, at assultable point on Seller's flue, in order that the BTU content of gas delivered hereunder may be properly obtained. Where required, daily reading from the record so obtained shall be corrected to the basis of measurement provided and from a saturated basis to the average moisture controller. the gas delivered, the result being the BTU content of the gas delivered during the billion period. In the event that Seller does not install a recording instrument for such determination or its instrument is not operating properly, the total heating value shall be determined from a recording calonmeter or comparable instrument properly installed and operated by Sethers supplibrof natural gas, provided, such Values are applicable to the gas that may be delivered to the Buyer.

Article VII **MEASURING EQUIPMENT**

- Settermill maintain and operate, at its own, expense and at the point of delivery of gas hereuntidr, a meter or meters and other recessary equipment by whilch the waltume of gas delivered hereundershall be measured. Such meters and equipment shall remain the property of the Seller
- Buyer agrees to furnish to Setter electricity for operating Setterts meters et moticosi to Setter.
- Buyerhereby grants to Sellerstillable rights-of-way and easements necessary or incidental for the installation, maintenance, operation and removal of pipel/neand other adhines together with rights of logress therefo and egyess there from ot all times and hereby tigrees to deliver to Selber, for the sum of one dotter (\$1,00), an appropriate instrument or grant defining such rights and easements located on Buyer's plantistic.
- Buyer may Insial, maintain and operate such checkmeasuring equipment, including a recording gravillomater and calorimeter as it shall desire, provided titat such equipment shall be so instalted seas not to interfere with the operation at Selfer's measuring equipment attended to enter the point of deliver. However, all billings to the Buyer shall be based on the metering of the
- Selicr, subject only to the provisions of Paragraph 8 of this Article

 East party shall have the right to be present at the time of any installing, reading, changing, repaining, inspecting, testing, calibrating, or adjusting done in committee other's measuring equipment used in measuring deliveries hereunder and each party shall advise the other array intended major maintenance operation sufficiently in advance in order that the other party may conveniently have its representative present
- All Installation of measuring equipment, epplying to craffecting deliveres hereunder, sitable made to such manner as to permitte a course, of charge and installation of the accuracy of measurement. Onfice meter installations, IL used, shall conform to the recommendation for design and installation contained in the Gas

 Measurement Committee Report No. 3 to the American Gas Association published April, 1955, and any modifications and american the include the use of lange
- Measurement on Selfer's mater or meters shall be condustate of both parties except where the meter is defaulte or fails to register; a mater or meters shall be condustated of both parties except where the meter is defaulte or failed to registers that is not on the condustate of any check meter and the quantity of gas delivered while the mater was outlof order or failed to registers that be estimated: (a) By using the registation of any check meter was outlof order or failed to registers that be estimated: (a) By using the registation of any check meter was outlof order or failed to registers and the registering, or, in the absence of (a): (b) By correcting the exemptification of error by calibration, test or mathematical calculation, or, mithe absence of both
- (a) and (b) then: (c) By estimating the quantity of delivery from delivenes during periods under similar conditions when the meter was registering accurately; end an appropriate billing adjustmentshalf be made in accordance with the current Rules and Regulations governing gas systems issued by the Commission.

 Settenvill maintain its meters ingreat order and to this endwritt make periodic tests or its endwritt maintain its meters ingreat order and to this endwritt make periodic tests or its endwritt maintain, or at such shorter inflamate as seem to Settervilla maintain, or at such shorter inflamate as seem to Settervilla. If Buyer is dissatisfied with the accuracy at any time, it may call upon Settlefrin have the meter tested in accordance with all regulations relating to such tests and regulations of such tests as found in the current Rules and Regulations governing gas systems issued by the Commission.
- East partyshalf preserve all records for a period of all least two (2) years

ArticleWill BUYER'S FACILITIES

- Beyerwill maintain at its own expense facilities from Die delivery point to the point of use and the butners and equipment for using gas, and Buyer Will at all times keep gas-using equipment on said promistis in a condition conforming with such reasonable rules and regulatons as may be prescribed by regulation by regulation by an administrative point of the equipment of said promistis in a condition conforming with such reasonable rules and regulatons as may be prescribed by a regulatory authority. Buyer will ablife by codes as used in the gas 1.
- Settemshall not approve sale of gas on an intemptible basis to Buyer until and unless Seller is sallisted that Buyer has, or will, install adequate stand-by (addition to meet the full rue) requirements during periods of sustained intelligibless.
- Selfershall not opprove sales of gas to Buyer unless Selfer is salested that Buyer has not, or will not Unimboonoct downstroam fuel prime of natural gas for use in different pacific of 3 service categolies

Article IX RATEADULUSTIMENITS

- Taxes applicable to the gas definemed to Buyer hereunder as are in effect on January 12 immediately preceding the effective date of three terms and contilions shall be added to Buyers bill. The term "tax" as used herein shall mean any lax, beense fee, or charge applicatible to the gas delivered hereunder, imposed on Seller by any governmental authority on such gas. If the existing rate of any such tax in effection January 1th, immediately proceding the effective date of these terms and conditions, be hereafter increased order cased, or if any tax heretofore in effect or hereafter be imposed or repealed, the resulting increase or decrease in such taxes, computed an a certify perdetallity makes, shall be reflected, as the case may be, on Buyer's bill.
- Any #HBTile#Wa stuttliange or special citrages ordered by the Commission or any other duly constituted regulatory body shall be included in addston to the pince of gas computed in accordance with the terms of the Service Agreement

Article X BILLING

- Bills computed from readings taken of Seller's meters shall be rendered and patitiment(10) days of the biling date. A month shall mean a period beginning on the first recognized work day of the calendarmonth and enriting on the first recognized work day of the calendarmonth, or at such other equivalent period as Solfer may deem necessary. Should buyerflad to pay only amount due to Seller when same is due, a late payment charge of one and one half percent (1 ½½) will be added to any balance remaining twenty-five (25) days after the billing date. If such failure to pay continues is seller may suspend delivenes of gas hereunder. The exercise of such right shall be in indiction to any and all other remodes available to Saller.
- Ifilitatival be found that Buyarhas been overcharged or underenanced in any form with absorve worden the provision hereunder, Seller shall take action to correct such bifiling pursuant to contain Rules and Regulations governitig gas systems issued by the Public Senico Commission of South Carolina.

Article XI

POSSESSION OF GAS AN INDEMNIFICATION

As between the parties hereto, Seller shall be deemed to be in controlled possession of the gas deliverable hereunderuntil it shall have been delivered to Buyerral the Politicol Delivery allegration Buyer shall be deemed to be in control and possession thereof.

Buyer shall indomnify and hold namiess the Seller from any and nil loss (including death), damage, or liability incurred by the Seller by reason of any act of the Buyer, its agents or employees, in the receiving, use or application of shidgas on the Buyer state of the Point of Delivery unless the Same shall be due to the sole negligence of the Seller, its agents or entiployees. The Settlershall indemnify and hold hamiless the Buyer from any and altitoss (anduding death), damage or liability incurred by the Buyer by reason of any set of the Seller, its agents or employees, unless the satisfieshall be due to the sole negligence of the Buyer, its agents or employees.

ArticleXII

WARRANTY OF TITLE TO GAS

Sellarmaniants the title to alligas delivered heteunderentd flie right to sell the same and that such gas shall be free and clear from all tiens and adverse dalmis,

Article XIII

FORCE MAJEURE

- in the everitor oliker party hereto being rendered Unable Wholly or in part byforce majestile to carry out its obligations under this contract, other than to make payments due hareutider, it its agreed that on such party giving notice and full particularisation force majeure in writing or by telegraph to the other party as soon as possible after the occurrence of the cause relied on, then the obligations of the party giving such notice, so is rais they are affected by such force majeure, shall be suspended during the continuous of any litability so caused but for no litingar pand and such cause shall as far as possible be remedited with all reasonable dispatch. The term "force maleure" as employed herein of any idadimity so caused but for no larger panded and such cause shall as far as possible to make medical with all reasonable dispatch. The term florce majeure as employed herein shall mean acts of God, strikes, lockouts, or ordiner modustrial disturbances, acts of publicemently, thrus, blockades, insured thicks, tools; epidemics, light wild, serinquekes, fires, storms, floods, washouls, mrosts, and restraints for government and people, civil disturbances, explosions, breakage or accidents to machinary or lines or pipe, freezing of walls or lines or pipe, partial or earlier affaire of source of supply, and any other causes whitelliners of the kind heroin animorated or other wilds, not within the control of the party data intigenes and which by the exercise of did diligence such party is unable to prevention overcome; such terms shall fixewise findude (a) in those instances where onliner party hereta is required to obtain sarvitudes, rights-of-way grants, permits, or likewases; and (b) in those instances where either party horato is required to furnish materials and supplies to secure grants or permission from any governmental agency to enable such party to fulfill its dittinguitions hereunder, the inability of such party to acquire at reasonable difference such materials and supplies, permits and permissions. It is undestrood and agreed that the sell-lement of strikes or lockouts shall be entirely and strikes or lockouts shall be entirely and strikes or lockouts shall be entirely and strikes or lockouts and agreed that the above requirement that any force
- majoure shall be remedied will all reasonable dispatiblishall not require the solliement of strikes at lockouts acceding to the demands of opposing party when such course is madvissible muthe discrettion of such party.

Article XIV **MISCELLANEOUS**

- MISCELLANEOUS

 If either party shall fail to perform any of the covariants or obligations imposed upon it under and by virtue of the Service Agreement of which these General Terms and Conditions are expert, (erceptwhere such failure shall be excused under any of this provisions of this Service Agreement), then in such event, the other party may, abits option, terminate this Service Agreement, proceeding as follows: The party notion default shall cause a widthen mailte to be sexued on the party in default shall have thirty (30) days alter the safvice Agreement and declaring life be the intention of the party gitting the notice to terminate the same, thereupon, the party in default shall have thirty (30) days alter the safvice of the adversald notice in which to remedy and remove sake cause or causes and fully indemnify the party not metaut for any and all consequences of such breach, then such notice shall be without party in default does not so remedy and remove the notion for any and all consequences of such breach, within said period of the typical of the service Agreement shall be without projudice to the right of party not in default to collect any amounts then due it and written the service Agreement, of which these General Terms and Conditions are apartitareof, shall be binding upon and furte to the benefit of the Seifer and the Buyer and their successing and asserts.

- successors and ossigns.

 Excepts solhen/ise provided, any notice, request, demand, slatement ortifit, which either Buyer to Steller may dissilistic give to the other shall be In writing and shall be considered as fully delivered when maded by prepaid registered mail addressed to said party at its tast-known post office address, or alsued; other addresses as either party may designate in writing. Routine communications, including monthly statements and payments, shall be considered as duly delivered when mailed by either registered or ordinary mail.

 Buyers covernants and agrees to executive of title, or comparate with Seller in the execution or filling of, any report, cartification ordinary ment required by any governmental against having junisdiction over this contract or the parties hereto, or any other certificate or document requested by Sellermanssary for Sellerto obtain the benefit of any exemption from sales, usoor other tax. Buyershall indemnify, Sellerfor any loss sustained by Selleras a result of Buyers breadth of lithis covernant.

The parties hemio in executing the Service Agreement and these General Terms and Conditions, acknowledge that tilese General Terms and Conditions are a part of title Service 5. Agreement

Soller: South-Carolina Electric and Gas Company Buver: By. Tile:_---8S:U.H**5.CP.yR6N-GIF1[T-1** Tille Energy Sourcing Leader- Natural Gas Z0 ""@weins Corning Sales, LLG Date:

This original to be returned to SCE&G Company

TRANSPORTATION AGREEMENT

ORIGINAL

This Agreement made and entered into this Drew day of Workstook , 2018, by and between SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns, hereinafter called "Seller" and OWENS CORNING SALES, LLC, its successors and assigns, hereinafter called "Bayet".

WITNESSHITH

WHEREAS, Seller owns and operates a natural gas distribution system in South Canolina and supplies natural gas to Buyer, and

WHEREAS. Seller provides transportation service to Buyet under the terms of a Transportation Agreement between Atclin Smfaces – Blythewood Co. and Sellet dated October 16, 2006, and as amended on April 7, 2014, which are hereby being mutually terminated at 10:00 A.M Eastern Time on November 1, 2018, and

WHEREAS, Buyer has requested that Seller transport certain volumes of natural gas belonging to Buyer through Seller's facilities and deliver said volumes of gas to Buyer.

NOW THEREFORE, in consideration of the foregoing and the covenants and agreements hereinafter set forth to be kept by the parties heleto, it is mutually agreed as follows:

I. SCOPE OF DELIVERY

Seller agrees to accept deliveries of natural gas belonging to Buyer at Seller's delivery point from the upstream pipeline located near Blythewood, South Carolina, and to transport Buyer's gas and redeliver to Buyer. Service provided hereunder is in lieu of natural gas provided from Sellich's system supply to satisfy Buyer's fuel requirements in Priorithy of Selwice Category 3F. Buyer agrees that the transportation service is provided on an internal ptible basis. Internaptions of transportation service shall be at the sole discretion of Seller or whenever service is internapted by any upstream pipeline.

2 DAILY DELIVERIES

Seller agrees to accept and transport up to 300 dekatherns, excluding shrinkage volumes, of natural gas on a daily basis. Buyer will notify Seller, in writing, of Buyer's littlent to transport by the end of the month and will provide the estimated volumes of gas, in dekatherns, to be transported on a daily basis during the next calendar month.

Buyer has the right to change the volume to be tlansported during the month on a daily basis. It is Buyer's responsibility to notify producers, Seller, and connecting pipelines regarding any change in transportation volumes. Seller will accept changes in daily

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volumes dispatched from upstream pipelines; however, Seller reserves the right to limit or restrict the volumes accepted and transported at any time, whenever, in Seller's sole opinion, operating conditions warrant a limitation or restriction on the acceptance or delivery of transportation gas. Limitations or restrictions may be because of, but not limited to, the utilization of deliverability capacity by Seller for Seller's system supply requirements.

3. INITIAL SERVICE

Seller agrees to begin transporting gas for Buyer at 10:00 A.M. Eastern Time on November 1, 2018, at which time the Transportation Agreement between Arclin Surfaces — Blythewood Co. and Seller dated October 16, 2006, and as amended on April 7, 2014, shall terminate.

4. TERM OF AGREEMENT

This Agreement shall become effective on November 1, 2018, and shall continue in full force and effect through October 31, 2019, and from month to month thereafter unless either party shall give written notice of intention to terminate at least thirty (30) days prior to expiration of the original term or any one month extension thereof.

5. RATE

Each month, the rate for daily volumes transported for and delivered to Buyer shall be seventy-eight cents (\$0.78) per dekatherm.

6. SHRINKAGE

Seller will retain 3% of all volumes delivered to Seller on Buyer's behalf for shrinkage and line losses. The volumes retained by Seller will not create or contribute to an imbalance. Seller reserves the right to adjust the shrinkage factor, up or down, to account for actual line losses Seller agrees to give Buyer thirty (30) days written notice of any adjustment.

7. BALANCING OF VOLUMES

The volume of gas received on a daily basis for Buyer's account may not equal the volume, less shrinkage, delivered to the Buyer. The result will be deemed an imbalmice. Buyer's account will be reviewed at the end of each highth, or on termination of Il ransportation Service, or curtailment or discontinuance thereof. If the net imbalance is such that the Buyer has received more gas than was delivered to the Seller during the period under review, Buyer shall be billed for such excess at the Base Rate as specified in the Service Agreement which provides for standby service. If the nel imbalance is such that the Buyer has received less gas than was delivered to the

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Seller, the Seller will buy excess gas at Seller's lowest delivered purchase price in that month from any of Seller's suppliers.

Daily volumes transported by Seller shall not exceed the Contract Maximum Daily Quantity specified in Paragraph 2, DAILY DELIVERIES. In the event a daily volume is delivered to Seller which exceeds the Contract Maximum Daily Quantity, the excess daily volumes will be purchased by Seller at Seller's lowest delivered price from any of Seller's suppliers.

8. POSSESSION OF GAS

After Buyer delivers gas or causes gas to be delivered to Seller at the point(s) of receipt hereunder, Seller shall be deemed to be in control and possession of the gas until it is redelivered to Buyer at the point of delivery. Buyer shall have no responsibility with respect to any gas deliverable by Seller or on account of anything which may be done, happen or arise, with respect to such gas until Seller delivers such gas to Buyer or for the account of Buyer. Seller shall have no responsibility with respect to such gas before Buyer delivers such gas to Seller or after Seller redelivers such gas to Buyer or on account of anything which may be done, happen or arise with respect to such gas before such delivery or after such redelivery.

9. WARRANTY OF TITLE TO CAS

The Buyer warrants for itself, its successors and assigns, that it will at the time of delivery to Seller for transportation have good and merchantable title to all gas so delivered free and clear of all liens, encumbrances and claims whatsoever. Buyer will indemnify Seller and save it harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of adverse claims of any or all persons to said gas, including claims for any royalties, taxes, license fees or changes applicable to such gas or to the didivery thereafto Schler for transportation.

10. CREDITWORTHINESS

Seller, in order to satisfy itself of the ability of the Buyet to meet its obligations under the contract, may conduct periodic reasonable credit leviews in accordance with standard commercial practices. Buyer agrees to assist in these reviews by providing financial information and at the request of the Seller, will maintain such credit support or surety including, but not limited to, an unconditional and inevocable letter of credit to plovide adequate security for protection against the tisk of nonpayment.

11. ASSIGNMENT

Customer shall not assign this Agreement or its rights hereunder without the prior written consent of the Company, which consent may be withheld in the exercise of its sole discretion.

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12. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions to Industrial Service Agreements are hereby incorporated in and made a part of this Transportation Agreement. Should there be any conflict between any portion of the General Terms and Conditions to Industrial Service Agreements and Unis Transportation Agreement, the parties agree that the provisions of the Transportation Agreement shall prevail.

13. NOTICES

All conespondence required under this Transportation Agreement is to be addressed as follows:

To Seller:

South Carolina Electric & Gas Company

Large Customer Group, Mail Code B-102

Cayce, SC 29033

To Buyer"

Owens Corung Sales, LLC

1051 Jenkins Biothers Rd. Blythewood, SC 29016

14. SPECIAL PROVISIONS

- (a) The Buyer bears sole responsibility for costs incut Ted to deliver transportation gas to Seller.
- (b) Buyer shall be tequired to reimburse Seller for any out-of-pocket expenses incurred in connection with the initiation and rendering of service under this Transportation Agreement. Any required expenses will be subject to Buyer's prior approval.
- (c) Seller retains sole discretion as to whether or not a particular Buyet on particular Buyers shall teceive service pursuant to Transportation Agreements.

15. CURTAILMENT OF TRANSPORTATION SERVICE

(a) Transportation service may be contailed of discontinued at the sole option of Seller after not less than two (2) hours advance notice by telephone or otherwise However, the Buyer shall continue to hold title to any gas (less shrinkage) received by Seller and not delivered prior to such curtailment or discontinuance. Seller will notify Buyer when conditions permit Seller to resume transportation service.

- (b) Transportation service may also be curtailed or discontinued by some party other than Seller (e.g., a producer or upstream pipeline). Seller has no responsibility to notify Buyer of curtailment by any third party.
- (c) When deliveries of gas to Seller on behalf of Buyer are curtailed or discontinued, Buyer will automatically begin receiving standby service from Seller's system supply in accordance with the Service Agreement which provides for standby service. Buyer will be placed on standby service at the effective time of curtailment provided to Seller by the third party.
- (d) It is contemplated that service pursuant to this Transportation Agreement shall be provided within the existing limitations of Seller's system, and Seller shall not be required to expand or alter the said system.

16. PRIORITY AND ALLOCATION OF TRANSPORTATION SERVICE

It is acknowledged by Buyer that other end-users of natural gas may from time to time contract with Seller for the transportation of natural gas owned by them. In the event that available capacity or operating conditions exist which limit the acceptance by Seller of natural gas to an amount that is less than the aggregate volume of all such natural gas tendered for transportation and redelivery by any or all end-users that have contracted with Seller for transportation service, the following priorities and allocations shall apply:

- (a) All natural gas purchased by Seller for its system supply or otherwise owned by Seller shall have the highest priority of acceptance into Seller's system and the highest priority of delivery throughout Seller's system.
- b) The priority of acceptance of natural gas owned by end-users, whoever they may be from time to time, and tendered to Seller's system for redelivery thereof shall be based upon the category of service, pursuant to the General Terms and Conditions to Industrial Service Agreements attached hereto, for which Seller has agreed to provide standby service associated with a Transportation Agreement with any such end-user. Higher priorities of standby service pursuant to individual agreements between Seller and end-users shall determine the priority of acceptability and redeliverability of natural gas tendered to Seller for transportation in accordance with the priority categories in the Curtailment Plan. If any Transportation Agreement between Seller and an end-user does not contain a provision for standby service and a specified category of service with respect to said standby service provision, then the acceptability and redeliverability of any natural gas tendered by such end-user to Seller shall have the lowest priority of acceptability and redeliverability.

(c) In the event that the total volume of natural gas tendered to Seller for acceptance and redelivery relative to a single category of standby service is greater than the capacity determined by Seller to be available for acceptance and redelivery of natural gas in said category of standby service, then acceptance and redelivery of such tendered gas shall be allocated pro rata based upon the contract volumes in all agreements for transportation service containing said category of standby service on the Seller's system.

The determination of the existence of limitations on capacity or operating conditions which limit the acceptability or deliverability of natural gas tendered to Seller for transportation shall be at the sole discretion and judgment of Seller.

IN WITNESS WHEREOF, this Transportation Agreement has been executed on the date first above written by the parties hereto by their officers or other authorized representatives.

OWENS CORNING SALES, LLC	SOUTH CAROLINA ELECTRIC & GAS COMPANY
BUYER	SELLER Wildof
BY SHARON CIDITI	Gereval Manager Sales
Energy Sourcing Leader - Natural Gas Owens Corning Sales, LLC	TITLE '
ስልተ <mark>ጀ</mark>	DATE

SOUTH CAROLINA ELECTRIC & GAS COMPANY The original

18 BH REIUMED GENERAL TERMS AND CONDITIONS TO INDUSTRIAL SERVICE AGREEMENTS FOR THE PROPERTY OF THE PROPERTY O 18 SCE&C Company

Article I GENERAL

These Terms and Committibins to Industrial Service Agreements are supplementary to the Rules and Regulations Issued by the Public Service Commission of South Carolina and the General literaries and Constitutions of South Catalitina Electric & Gas Company as provided by the Public Service Commission of Situth Carolina.

The provision of these Terms and Conditions tipply to all persons, partnerships, comparabons or offers designated as industrial users who are lawfully recoving gas service from South Carolina Electric & Gas Company unditerrate schedules or settice agreements filed with the Commission. To the extent these Terms and Conditions conflict with the General Terms and Cooditions formatural gas Solvice, the General Terms and Conditions for natural gas service control

South Carolitria Electric & Gils Company is referred to herein as "Sefer" and the user or prospective user is referred to as "Buyer". The Public Service Commission of South Carolina is telerred to berein as : @ammission

Article II **DEFINITIONS**

Except where the context otherwise indicates another or different meaning or intent, title following terms are intended and used and shall be construed to have meaning as follows

"Day" shall mean a period of twenty-four (24) consecutive hours begitting at 10 00 AM Eastern Time or at such other hours as may be designated.

Month' shall mean the period bet/reen any two (2) regular readings of Seller's meters which shall be not less than twenty eight (28) days or more likian tikinty/four (34) days

- 3, "Year" shall mean a pened of 365 days commencing With the day of first delivery of gas hereunder, and exidii 365 days thereafter except that in a year having a date of February 29th, such year shall consist of 366 days
- Clubbic foot of gas' shall mean the ameniation gas necessary to fill a cubic foot of space when the gas is at a temperature of sixty degrees Fahrenheit (60°F) and under an absolute pressure of foliation and seventy-three hundredths pounds per square inch (14 73 psla) 4
- *CCF* shall mean one hund/ed (100) cubic feet of gas
- *MCF* shall mean one thousand (100) cubic feet of gas
 *BTU*shall mean a British ThermaliUmiland is the arrounttoffical required to raise thetemperature of one (1) pound of water 1° fathmolitettat@00 Fahrenheit
 **14MBTU* shall mean one million British Thermal Units
- 'Therm' shalt mean Die quantity of heat energy which is 100,000 British Thermal Units
- 'Dokatherm' (dl) shall mean the quantity of heat energy which is 1,000,000 Bnlish Thermal Units
- "Natural Gas" or "Gas" shalt mean natural gas, processed or unprocessed, vaponzed fiquid natural gas, synthellicgas, propane-air modilire, liandful gas, othertomoonventonal source of methane gas or any mixture of these gases
- 12 "Firm Selfvice" shall mean service from rate sthedules and/or contracts under which Selfvir is expressly obligated to deliver specific volumes withit a given time pened and which anticipates no interruptions but which may permit unexpected interruptions in ease the stipply to higher priority customers is threatened
- "Interruptible Services" shall mean service from rate schedules and contracts underwinch Company is not expressly obligated to deliver specific volumes within a given time period, and 13 which entipopales and permits interruption on short notice, or service under rate school/es or contracts which expressly or impledity require metallization of allernate fuel capability.

 Commercial Services shall mean service to Customers engaged primarily in the sale of goods or services metallization mean service to Customers engaged primarily in the sale of goods or services metallization of allernate fuel capability.
- 14 uses other than those in Volving manufacturing or electric power generation.
- 15 Industrial Services' shall mean service to customers engaged primarily in a process which creates or changes raw or unfinished materials into another form or product limituding the
- "Plant Protection Gas' shall mean the minimum volumes required to prevent physical harm to title plant facilities or danger to plant personnel when such protection cannot be afforded.

 The plant facilities or danger to plant personnel when such protection cannot be afforded to maintain plant. through the use of an utilizanate fuel. This includes the protection of such material in process as ixould otherwise be destroyed, but shill not include deliverties required to maintain plant production. A determination will be made by the Beller of minimum volumes required. Such essential volumes will be dispatched #600dhighy.
 - "Feedstock Gas" shall mean natural gas used as a ray motoral for its chemical properties in availing an end product.
- "Process Gas" shall mean gas used forwithich alternate fuels, other than another gaseous fuel, are not technically feasible such as in applications requiring precise temperature controls and precise flamo characteristics
- "Botter Fuel" shall mean natural gas used as fuel for the generation of steam and mantemal combusbon turbine engines for the generations of electricity.
- "Altermale Fuel Capability" shall mitted a saluation where an alternate (uol could have been utilized Whether or not the facilities for such use have actually been installed, provided however, where the use of natural gas is for plant protection, feedstock or process uses and the only alternate fuel is propane or other gaseous fuel, then the Bulger will be treated as if he had no allemate fuel estratishing firsuch fuel is unoblamable for selving fuel needs
- "Gas Supply Deficiency" shall mean any occurrence relating to Sellier's gas supply villion causos Selter to deliver less than the lotal requirements of us system, including failures of Suppliers to deliver gas for any reason, requirement of gas for system storage, conservation of gas for future delivery, or any other accumento not enumerated herein which affects Sellers gas supply,
- Statusage Injection Requirements' shall mean all volumes required by the Seller for injection into underground storage, Including weakfron gas, and for liqueflaction, including fuel used for injection in liquefaction plants, or for such other storage projects that may be developed expressly for the protection of supply to high priority users.

 Seller Use: shall mean fuel used for gas compression, LPG plants and LNG plants, other gas needed by Seller's facilities to furnish the requirements of Bulyers, together with unaccounted for gas. This gas shall be considered included in Priority of Service Category 1. Otherwital uses of Seller, such as flame stabilization requirements, with be met as folig as 23 such uses do not jeopardize service to its firm service Buyers
- "Essential Human Needs" shall mean natural gas service, which, if dented, would cause shuldown of an operation resulting in the closing of an establishment essential to maintaining 24 the health and safety of the general public.
- "The Point of Delivery" shall be at the outlet side of the Sellier's measuring equipment and regulating equipment
- "Exception of Service" shall mean supplemental deliveries of natural gas that may be required to forestall irreparable injury to life or property including environmental emergencies

Article III

CURTAILMENT OF SERVICE

- 1, In the event of a Gas Supply Deficiency on the Seller's system, the Seller's system accordance with the following procedure:
 - The Selbershall order curtailment of sales made to Buyer's punthastog gas under the Selber's rate schedules or special contracts imdescernating order imaccordance with priority of service categories set forth below. Approved emergency gas is excepted from curtailment.
 - 1 Residential and small commercial Buyers (loss than 50 MCF on a peak day) and essential human needs customers where there is no limitabled or available alternate fuel capability
 - 2 Large commercial direct fiame requirements (50 MCF or more on a peak day), firm (industinal requirements for plant protection, feedstock and process needs, and storage Indection requirements
 - 3A, Firm industrial requirements for uses other than boiler fuel which do not qualify fat Category 2

 - 3B Furn commerceaf and industrial boller fittel requirements up to 1,000 MCF on a peak day
 30 Interruptible requirements for human need types of facilities suich as public bodiengs, hospitals and laundnes
 3D. Interruptible requirements ferdilized flame applications which can ublize only applications fuel as an allemate

- 3E Interruptible requirements for direct flame applications which can utilize a fuel other than a gaseous fuel as an alternate
- 3F Interruptible requirements for boiler fuel use of less than 300 MCF on a peak day
- (LEFT BLANK INTENTIONALLY)
- (LEFT BLANK INTENTIONALLY)
- Internitiable Boiler Fuel requirements of 300 MCF or more, but less than 1,500 MCF on a peak day, where alternate fuel capabilities can meet such requirements
- hitterruptible Bailer Fuel requirements of 1,500 MCF or more, bitt less than 3,000 MCF on a peak day, where alternale fool capabilities can meet such requirements
 - Interruptible Boller Fuel requirements of 3,000 MCF or more, but less than 10,000 MCF on a peak day, where alternate fuel capabilities can meet such requirements
- Interruptible Boiler Fuel requirements of 10,000 MCF or more on a peak day, where alternate fuel capatithiles can meel such requirements
- 10, Natural gas requirements of customers, who have an alternate fuel as their primary energy source, but use natural gas as a standby fuel
- Curtalistent will be imdescending order beginning with Galegory 10 (i.e. Calegory 1 listhe highest priority)
- A determination of the category in which a Buyer is placed will be made each year based upon usage in the preceding twelve months ending August 31 and/or contract as October 31 of the folkining year A moving base period will be used each year with such base period to include the preceding twelve months ending August 31 of the current year.

 Reclassifications in categories will be effective on November 1 of the current year.

 When a reclassification is necessary, the effected Buyer will be neithfied of such reclassification prior to November 1 of the cuirent year.
- dl Where dally volumes are not available to make the determination of the 50 MCF/day required in the Containment Plan, then requirements shall be determined by taking those Buyers having actual usage of 1000 MCF or more per month for any month during the previous twelfie (12) midth period ending August 31. Such month's use will be divided by the number of days during that specific billing cycle. By meants of the average day? Volume this obtained, the Buyer will be placed in the appropriate category where daily volumes for the peak month in the base period are available to make the required determination, then such volumes will be used.

 Any new Buyer added during any base period will be placed in the appropriate category by the Seller in accordance with the bestiriformation available.

Article IV SCOPE OF AGREEMENT

- 1. Sellers natural gas operations are regulated by the Commissions and are subject to "Rules and Regulations Governing Service Supplied by Gas Systems in South Carolina" as arounded
- Buyer shall consult with and furnish to the Seller such information as the Seller may require to determine the Bivallability of service at a particular localitia before proceeding with plans for any new or additional gas loads. No new or additional gas loads will be served if it is determined that such service will jeopaighte service to existing customers by increasing the total system's firm toad requirements above available supp'fes
- Deliverres of 'From Gas' up to the Maximum Daily Quantity set forth in the Sewoo Agreement, shall be firm and Shall not be subject to curtailment or interruption by Seller except that caused by Force Majure, or operating conditions belying Seller's control, or wither such curtailment or interruption is the result of, or pursuant to, operating procedures prescribed by the
- caused by Forco Majure, or operating conditions belyond Sellel's control, on wheen such curtailment or interruption is the result of, or pursuant to, operating procedures prescribed by the Commission. Deliveries hereunder shall have poonty over all definence made by Seller on an interoupbile basis.

 Deliveries hereunder shall have poonty over all definence made by Seller on an interoupbile basis.

 Deliveries of 'Interruptible Gas' shall be subject to curtailment or interruption by Soller at any time and from time to time when, in Seller's sate Judgment, it does not have gas available, and Buyer hereby expressly acknowledges that Seller shall not be liable in damages for, or on account of, any curtailment or interruption of delivenes, Seller agrees to give Buyer not less than two (2) hours notice of curtailment or interruption in writing or orally imperson or by telephone, provided, however, that dicultailment or interruption is occasioned by an event of Force Majeute effecting the Seller's system, Seller shall be Obligated to give only such notice as is practicable in the currumstances. Seller agrees to communicate curtailment notices to one of the person designated from time to time by Buyer as authorized to receive such notices. If Buyer has not mode such designation, or if Seller is unsuccessful in its efforts to promptly communicate With the persons so designated, then said notice shall be sufficient if given by Seller to any person who is on Buyer's premises or who answers Buyer's telegrismen. Whenever, and to the extent that the Seller is unable to deliver the gas requirements of the Buyer, the Buyer shall have the right to purctiase gas or other fuel sufficient to make up such deficiEfley from such other source or sources as may at the time be available to Buyer
- Gas taken by a Buyer of "Furm Gas" on any day, without Seller's advance approval, which exceeds Buyer's Maximum Daily Quantity shall be remaidered to be Unauthorized Overnun Gas Seller shall bill, and Buyer shall pay, for such Unauthonzed Overrun Gas at the following rates, imaddition to all other changes payable to Seller heteunder
 - (a) For the first three percent (3%) of the Maximum Daily Quantity, the Unauthorized Overrun Gas shall be paid for at 1.25 limes the Base Rale set forth in the Service Agreement, and (b) For the next two percent (2%) of the Maximum Daily Quantity, the Unauthorized Overrun Gas shall be paid for at 3.05 limes the Base Rale set forth in the Service Agreement, and (c) For additional volumes the Unauthorized Overrun Gas shall be paid for at 3.05 limes the Base Rale set forth in the Service Agreement, and (c) For additional volumes the Unauthorized Overrun Gas shall be paid for at 3.05 limes the Base Rale set forth in the Service Agreement, and (c) For additional volumes the Unauthorized Overrun Gas shall be paid for at 3.05 limes the Base Rale set forth in the Service Agreement.

- The paymentiol an Owerrun Penalty shall not, under any cucumstances, be considered as griding Buyer the right to take Unaultionized Owerrun Gas, nor shall such payment be udskidtered to exclude or limit any other remedies available to Setter or amother Buyer against the offending Buyer for feeture to comply whith its obligations to slay within its Maximum Dady Quantity
 Any gas taken by an interruptible Buyer after the effective hour of an order ca ting for curtailment of all interruptible gas hereunder shall be billed pursuant to Article VIII(图)(D) of the
- Company's Uren approved General Terms and Conditions formalulal gas service,
- The Public Service Commission of South Carol, na has prescribed the following operating procedures in regard to the curtailment of Interrigitable service by Sellier During the period when operating conditions require curitatiments in any type of interruptible selvices, Seller shall cultail delivenes of gas withfully discontinuation within end use priority of selvice categories established by the Public Selvice Commitission of South Carolina and pursuant of curtailment instructions received from its supplier or suppliers made in accordance with General Terms and Conditions to the Service Agreement between Seller and II supplier or suppliers and any subsequent modification of amendment thereof
- Buyer agrees that all gas delivered hereundiershall be used by the Buyer and that no portion thereof shall be resold

Article V QUALITY

- 1. The gas delivered hereunder shall be natural gas or any mixture of natural and manufactured gas, including but not trimited to, synthetic gas or I quiffed petroleum gas as provided for in Paragraph 3 hereof; provided, however, that modisture, linguinbas, helium, natural gasoline, butane, propane and other hydrocarbons except methane may be removed pnor to delivery to Buyer, Seller may subject or permit the subjection of the gas to compression, hearing, cooling, cleaning, or other processes, which are not substantially detinmental to the meridian tattifility
- 2 The gas delivered hereunder shallhave a total healing value of not less than 950, nor more than 1,400 BTU's per cubic foot of day gas, and be reasonably free of moisture, objectionable liquids and sollds so as to be utilized immediately upon delivery to Buyer, and shall contain not @ore than 200 grains of total sulphur, nor more Ulian 15 grains of hydrogen sulphida per
- Seller may permit its suppliers or it may threat supply gas from any stand by equipment installed by it or by as suppliers, provided that the gas so supplied shall be reasonably equivalent to the natural gas supplied hereunder, and adaptable for use by Buyer without the nacessity of making other than minor adjustments to fuel busing equipment.
- the natural gas supplied heterorider; and adaptable for dise by buyer without the redessayon making of the minute adjustments to fuel blaiming equipment.

 If the natural gas offered for delivery by Seller shall fail at any time to conform to any of the specifications set forth in the Article V, Quality, then Buyer agrees to nobity Seller thereof and Buyer, thereupon, may at its option refuse to accept delivery pending correction by Seller. Upon Seller's failure to properly remedy any deficiency in quality as specified horizon, then Buyer may accept delivery of such natural gas and make changes necessary to bring such gas into conformity with such specifications and Buyer shall then deduct from future payments any reasonable expenses incurred by titlin effecting such change as agreed to by both parties.

 Odorization of gas delivered hereunder is not required of Seller. However, nothing in these Terms and Conditions shall preclude Seller from odolizing such gas if Seller so desires or if
- Setter is required by federal or state regulatory agencies to perform such odorization

Article Vi MEASUREMENTS

- 1. The volumes and total heating value of the gas delivered hereunder shall be determined as follows:
 - The Unit loff Volume shall be a cult no look to locals
 - When onlice meters are used, volumes deliveredishall be computed maccordance with the specifications, formulae and tables published April 1955, as Gas Measurement
 - Committee Report No 3 of the American Gas Association, and any roodifications and amendments theteto, and shall include the use of flange commedians.

 All volumes delivered shall be corrected to the pressure base of 111,73 psig and temperature base of 60° F. The average absolute atmospheric pressure shall be assumed to (6) be fourteen and seven tenths (14 7) pounds to the square kitch, irrespective of actual elevation of location of the point of delivery above sea level or vanations in such atmosphenepressure from time to time
 - The temperature of the gas shall be assumed to be 60 degrees Fahrenhelt (60°) unless Seller elects to install a recording thempometer or temperature correcting device, if a recording thermometer is installed, the anthmetical average of the 24 hourpeaned will be used todiesenture the temperature correctly
 - The specific gravity of the gas shall be determined by arrecording gravitometer of standard manufacture installed in a suitable location. Where a recording gravitometer is not used, the specific gravity of the gas shall be assumed to be the same as that of Selkilfs supplier(s).

 The total healing value of the gas delivered hereunder may be determined by Selerby using a standard type of recording calciumineter, spectrometer, chromatograph, or other (e)
 - approved instrument which shall be so located, at a suitable pool on Seller's line, in order tight the BTU content of gas delivered hereunder may be properly obtained. Where required, daily reading from the record so obtained shall be corrected to the basis of measurement provided and from a saturated basis to the average moisture content of the gas delivered, the result being the BTU content of the gas delivered during the billing period. In the event that Seller does not install a recording instrument for such determination or its instrument is not operating the billing period. In the event that Seller does not install a recording mislrument for such determination or its instrument is not operating the billing period. and operated by Selter's supplier of natural gas, provided, such values are applicable to the gas that may be delivered to the Buyer.

Article VII MEASURING EQUIPMENT

- Soller will maintain and operato, at its own, expense and at the point of dolivery of gas hereunder, a mater or wefers and other necessary equipment by which the volume of gas defivered hereunder shall be measured. Such meters and equipment shall remain the property of the Sel'er.
- Buyer agrees to furnish to Setter electricity forogranding Setter's meters, at not cost to Setter
- Buyer herebygrants to Seller sultable rights-of-way and casements to execute the installation, maintenance, operation and removal of pipeline and other facilities logalitat with rights of ingress thereto and egress there from at all turnes and hereby agrees to deliver to Settler, for the sum of one dollar (\$1 00), an appropriate instrument or grant defining such rights and easements located on Bulyers plant site

 Buyer may install, maintain and operate such check measuring equipment, including a recording gravitometer and calorimoter as it shall desire, provided that such equipment shall be so
- installed so as not to interferewith the operation of Seller's measuring equipment at or near the point of defiver. However, all billings to the Buyer shart be based on the metering of the Seller, subjectionly to the provisions of Paragraph & of this Article.
- Each party shall have the right to be present at the time of any installing, reading, cleaning, changing, repairing, inspecting, lesting, calibrating, or adjusting done in connection with the other's measuring equipment used in measuring delivieries hereunder and each party shall advise the other of any mended major maintenance operation sufficiently in advance in order that the other party may conveniently have its representative present.
- All installation of measuring equipment, applying to or effecting detivenes hereunder, shall be made insuch manner as to pertriit an accurate determination of the quantity of gas derivered and readywerfication of the docurrecy of measurement. Onfice meter installations, it used, shall conform to the recommended for for design and metallation contamed in the Gas Measurement Committee Report No 3 to the American Gas Association published April, 1955, and any modifications and amendments thereof and shall include the use of lange
- Measurement on Sellic(s meter or meterschizil) be condustive of both parties except where the meter is defective or falls to register, or if found in error, meither of which case Seller shall repair or replace the maker and the quantity of gas delivered while the meanwas out of order or failed to register shall be estimated: (a) By tising the registration of any check meter if installed and accurately registering, or, in the absence of (a) (b) By comediting the error if the percentage of error by calibration, testiam raditionalized calculation, or, mitting absence of bath (a) and (b) then (c) By estimating the qualithy of desvery from deliveries during powering accurately; and an appmpnate billing adjustmentshall be made macadiatace with the current Rules and Regulationsspovering gas systems issued by the Commission

 Sellerwall maintain its meters impost order and to this end will make periodic tests of its meters pursuant to the current Rules and Regulations governing gas systems issued by the Commission.

 Sellerwall maintain its meters impost order and to this end will make periodic tests of its meters pursuant to the current Rules and Regulations governing gas systems issued by the Commission, or all such shorter intervals as seem to Selleridissrable. If Buyer is dissatisfied with the accuracy at any time, it may call upon Seller to have the moter lested in accordance
- with all regulations rolating to such tests and results of such tests as found in the current Rules and Regulations governing gas systems assued by the Commission.
- Each party shall preserve all records for a penod of at least two (2) years

Article VIII BUYER'S FACILITIES

- Buyer will maintain at its own expanse facilities from the delivery point to the cont of use and the burners and equipment for using gas, and Buyer will at all times keep gas using equipment on said premises in a condition conforming with such reasonable rules and regulations as may be presented. It herefore by regulatory authority having this saction like mover and with the requirements of any valid law thereto appetitating. In the event that rules are not proscribed by a regulatory authority, Surjer will abide by codes as used in the gas
- Seller shall not approve sale of gas on an interruptable basis to Buyer until and unless Sollor is satisfied that Buyer has, or will, metalt adequate stand-by facilities to meet its full fuel requirements during periods of sustained interruptions
- Sellar shall not approve sales of gas to Buyer unless Seller is satisfied that Buyer has not, or will not intercommuted downstream fuel plant of natural gas for use modifier on poonty of service categories

Article IX RATE ADJUSTMENTS

- Taxes applicable to the gas delivered to Buyer hereunder as are in effect on January 111 Immediately presenting the effective date of these terms and conditions shall be added to Buyor's bill The term "lox" as used herein shall mean any tax, license fee, or charge applicable to the gas delivered hereunder, imposed on Selfer by any governmental authority on such gas. If the existing rate of any such lax in effect on January 1th, Immediately proceding the effective date of these terms and conditions, be hereaftering research or if any tax heretofore in effect or hereafter be imposed or repeated, the resulting increase or decrease in such taxes, computed on a cents perdiakatherm basis, shall be reflected, as the case may be, on Buyer's bill
- Any applicable surcharge or special charges ordered by the Commission or any other duly constituted regulatory body shall be included in addition to the pince of gas computed in accordance with the terms of the Service Agreement.

Article X BILLING

- Bills computed from readings taken of Seller's meters shall be renderediand paid monthly with ten (10) days of the billing date. Amonth shall mean a penod beginnling on the first recognized work day of the calendar month and ending on the that recognized workday of the next succeeding calendar month, or at such other equivalent period as Selter may deeminecessary. Shauki Buyer fall to pay any amount due to Seller when same is due, a late payment charge of one and one half percent (1 16%) will be added to any balance remaining twenty-five (25) days after the billing date. If such failure to pay continues, Seller may suspend deliveries of gas hereunder. The exercise of such right shall be in addition to any and all othermemedies available to Seller
- If it shall be found that Buyerikes been overcharged or littraced many form whatsoever under the provision hereunder, Seller shall take action to correct such billing pursuant to current Rules and Regulations given thing gas systems issued by the Public Service Commission of South Carolina

Article XI

POSSESSION OF GAS AN INDEMNIFICATION

- As believen the parties hereto. Setter shall be deemed to be in control and possession of the gas deliverable hereunder until it shall have been delivered to Buyer at the Point of Dalivery afterwhich Buyersttaff be deemed to be imponitol and possession thereof
- Buyershalf indemnily and hold harmless the Seller from any and all loss (including death), dathlage, or liability maximed by the Seller by reason of any act of the Buyer, its agents or employees, in the receiving, use or application of said gas on the Buyarts side of the Point of Delicety unless the same shall be due to the soft negligence of the Seller, its agents or employees. The Sellers that ill mitermity and hold hairmless the Buyar from any and all toss (including death), damage or liability masked by the Buyar by reason of any act of the Sefier, its agents or employees, unless the same shall be due to the sole negligence of the Buyer, its agents or employees

Article XII

WARRANTY OF TITLE TO GAS

Selfenwarrants the utle to all gas detivered hereunder and the eight to self the same and that such gas shall be free and clear from all liens and adverse dating

ArticleXIII

FORCEMAJEURE

- In the eventrof orther party hereto being rendered unable wholly onlin part by force malleure to carry out its obligations under this contract, other than to make payments due hereunder, it is agreed that on such party giving notice and full particulars of such force majeure in writing or by telegraph to the other party as soon as possible after the occurrence of the cause relied on, then the obligations of the party gwing such notice, so far as they are affected by such force majeure, shall be suspended during the continuous of any matriaty so caused but for no kinger period and sucti cause shall as far as possible be remedied with all reasonable dispatch. The term florce majeure as employed herein or any manuary or clusted but to the larger period and studies and as possible to remember with an reasonable displacing. The learn whose majority herein shall mean acts of God, strikes, lockouts, or othermidustrial disturbances of publicenemy, was, blockades, insumentiforis, riels, epidemics, landstides, lightning, earthquakes, firsts, storms, floods, washouts, arrests, and rostraines or government and people, civil disturbances, explosions, breakage or accidentist to machinery orlines or pipe, treating of wells or lines or pipe, partial or entire failure of source of supply, and any othercauses whetliterrof the kind herein enumerated or otherwise, not within the control of the party claiming suspension and which by the throughout of directions of directions of the party herein is required to obtain servitudes, ngints-oph-way grants, permits, orlikemess; and (b) in those instances where either party hereto is required to furnish materials and party hereto is required to obtain servitudes, ngms-op-way grams, permits, orneamses; and (b) in those instances where emempany increto is required to administrational analysis of secure grants or partitional from any governmental agents/to enable such party to folial its obligations hereunder, the inability of such party to acquire at reasonable cost and after the exercise of reasonable didigence such malerials and supplies, permits and employer dependence of the party involved and that the above requirement that any force the supplies in the dependence of the party involved and that the above requirement that any force
- majeure shalf be remedied will all reasonable dispatch shall not require the seltitativation of strikes or lockouts acceding to the demands of opposing party when such course is Inadvisable in the discretion of such party

Article XIV **MISCELLANEOUS**

- If either party shall fad to perform any of the covenants or or obligations imposed upon it under and by virtue of the Service Agreement of which these General Terms and Conditions It either party shall fail to perform any of the covenants orditigations imposed upon it under and by virtue of the Service Agreement of which these General Terms and Conditions are a part, (except where such failure shall be excused under any of the provisions of titls Service Agreement), then in such event the other party may, at its opbon, termmate this Service Agreement proceeding as follows. The party natin default shall cause exhibiten nobee to be served on the party in default, statling specifically the cause for terminating this Service Agreement and declaring it to be the intention of the party giving the notice to terminate the same; thereupon, the party in default shall have thirty (30) days after the service of the aforesaid notice if which to remedy and remove said cause or causes and fully indemnify the party not imdefault for any and all consequences of such breach, then such notice shall be willidrarim and this Service Agreement shall consequences of such breach all consequences of such breach, within said period of thirty (30) days, then this Service Agreement shall become null and vold from and after the expiration of said period. Any cancellation of this Service Agreement pursuant to the provisions of this Service Agreement by the party not in default not be provisions of this Service Agreement. without may be entitled for which the party not in default may be entitled for who lation of this Selvice Agreement.
- The Selvice Agreement, of which these General Terms and Conditions are a part thereof, shall be binding upon and inure to the benefit of the Sellterand the Buyer and their successors and assigns.
- Except as otherwise provided, any notice, request, demand, Statementorbill, which either Buyer or Seller may dosire to give to the obligational te inwriting and shall be considered as fully delivered when mailed by prepaid registered mail addressed to said party at its last known post office address, or at such other addresses as either party may designate to writing Roubne communications, including monthly statements and payments, shall be considered as duly delivered when mailed by either registered organizations.
- Buyers covernmitte and agrees to execute or file, or example and beyrinenes, status of controlled as on the following the status of the second of the covernment and agrees to execute or file, or example and by any governmental agency having jurisdiction overfilms contract or the parties hereto, or any other manificate or document requested by Soller necessary for Seller to obtain the banolitiof any exemption from sales, use or other document as. Buyer shall littlemently Seller for any loss sustained by Seller as a result of eluyer's breach of this covernant.
- The parties hereto in executing this Service Agreement and these General Terms and Contributions, acknowledge that these General Terms and Conditions are a part of the Service Agreement

Sellen By: Title: Title: SHARON CIPITI Energy Sourcing Leader - Natural Gas Date Owens Corning Sales, LLC

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